CITY OF CHARLEVOIX

Agenda
City of Charlevoix City Council Regular Meeting
Monday, October 2, 2023 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Presentations**
   A. Recreation Department Fall Presentation
      Kent Knorr, Recreation Director
4. **Inquiry Regarding Conflicts of Interest**
5. **Consent Agenda**
   A. City Council Meeting Minutes - September 18, 2023
   B. Accounts Payable and Payroll Check Registers
   C. MECA Safety Program for 2024-2026
   D. Refusal of All Hydrant Painting Bids
   E. Refuse Pick Up Contract With Little Traverse Disposal
6. **Public Hearings and Actions Requiring Public Hearings**
   A. Set a Public Hearing for Ordinance Amendment-Work in Environmental Impaired Areas
      Sarah Dvoracek, City Clerk
   B. Set Public Hearing Zoning Ordinance Amendments-Housing Related
      Sarah Dvoracek, City Clerk
   C. Set Public Hearing for Rezoning
      Sarah Dvoracek, City Clerk
7. **All Other Actions and Requests**
   A. Marina Rules and Regulations
      Kent Knorr, Recreation Director
   B. Marina Fees and Rates
      Kent Knorr, Recreation Director
   C. Golf Fees and Rates
      Kent Knorr, Recreation Director
   D. Early Voting Site Agreement with Charlevoix County

Sarah Dvoracek, City Clerk

E. Temporary Easement for Environmental Remediation
Sarah Dvoracek, City Clerk

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

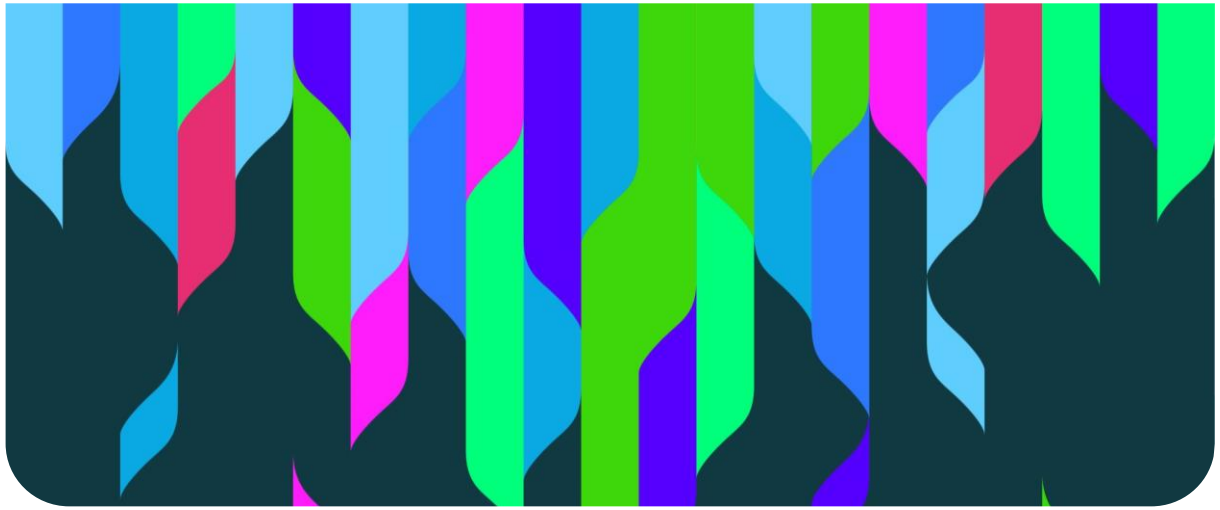
Title: Recreation Department Fall Presentation
Date: October 2, 2023

Presented By: Kent Knorr, Recreation Director

Background:
Summer activities in the Recreation Department continued to surge in Charlevoix. We will touch base and share successes and (a few) challenges facing McSauba Day Camp, the Farmers Market, the Golf Course and the Marina. The first dozen Charlevoix Fit programs happened this summer and more activites are planned for fall and winter. We will also provide updates on the Michigan Beach trail project.

Recommendation:

Attachments:
1. Fall 23 CC Presentation



CHARLEVOIX
RECREATION

Charlevoix Recreation Department

Fall 2023 Presentation

auba Day
p

McSauba Day Camp

McSauba Day Camp

Camp McSauba

Camp McSauba

Michigan Beach Upland Project

Charlevoix Golf Club

Charlevoix Fit

Charlevoix Golf Club

Junior Golf, Youth on Course, and HS Golf

Golf Trends 2018-2023

2018
8,407 Rounds
$94,141 Revenue

2019
8,144 Rounds
$102,405 Revenue

2020
6,933 Rounds*
$121,921 Revenue

2021
8,299 Rounds
$149,472 Revenue

2022
9,778 Rounds
$162,028 Revenue

2023

- 10,000+ Rounds of Golf To Date
- Revenue $165,000 To Date

Charlevoix Golf Club

Charlevoix Golf Club

Charlevoix Golf Club

Charlevoix City Marina

Charlevoix City Marina

Year	Nights Occupied
2023	8376
2022	7686
2021	6711

Charlevoix City Marina

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - September 18, 2023
Date: October 2, 2023

Presented By:

Background:

Recommendation:
Motion to approve the minutes as presented.
Attachments:
1. City Council Work Session Minutes 09/18/2023
2. City Council Draft Meeting Minutes 09/18/2023

City of Charlevoix
City Council Work Session Minutes
Monday, September 18, 2023 - 5:15 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Call to Order

The work session was called to order at 5:15 p.m. by Mayor Gennett.

Mayor:	Lyle Gennett
Members Present:	Shane Cole, Janet Kalbfell, Mark Knapp, Phil Parr, Richard Spring
Members Absent:	Aaron Hagen
Staff Present:	Sarah Dvoracek, City Clerk; John Griffith, Electric Department Director; Mark L. Heydlauff, City Manager

2. Presentations

A. Technology Work Plan- Electric Department
Kyle Kopczyk
Kyle Kopczyk reviewed the Technology Work Plan presentation with Council. Mr. Kopczyk answered questions from Council and reviewed the plan's highlights.

3. Public Comment

4. Adjourn

Mayor Gennett adjourned the work session at 6:02 p.m.

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Sarah J. Dvoracek City Clerk

City of Charlevoix
City Council Regular Meeting Minutes
Monday, September 18, 2023 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. **Pledge of Allegiance**
   The meeting was called to order at 6:05 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, Janet Kalbfell, Mark Knapp, Phil Parr, Richard Spring
Members Absent:	Aaron Hagen
City Manager:	Mark L. Heydlauff
City Clerk:	Sarah J. Dvoracek

3. **Presentations**

   A. Mayoral Proclamation-October 2023 as Domestic Abuse Awareness Month
   Mayor Lyle Gennett
   Mayor Gennet read the proclamation stating October 2023 is Domestic Abuse Awareness Month.

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 Spring to approve the consent agenda as presented.
   Yeas: Cole, Kalbfell, Parr, Spring, Knapp
   Nays: None
   Absent: Hagen
   Motion carried.

   A. City Council Meeting Minutes - September 5, 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
09/11/2023	Special Accounts Payable Run	$54.06
09/15/2023	Payroll (net pay)	$120,032.37
09/15/2023	Payroll Transmittal Checks	$5,898.97
09/19/2023	Regular Accounts Payable	$869,923.04

09/05/2023-09/152023	ACH/WIRE Payments	$143,976.04
09/13/2023	Special A/P Tax Disbursement	$4,408,869.40
Grand Total		**$5,548,753.88**
To view the entire accounts payable and payroll check registers, Click here		

C. Set Work Session for 2024 Goals and Planning

Motion to set a work session on Wednesday, September 27, 2023 at 6 p.m. to discuss 2024 goals and planning.

D. Purchase of New Kubota Utility Tractor

Motion to purchase the Kubota B26TLB for $41,900 from Ginop Sales in Williamsburg, Michigan.

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

A. Applefest Street Closure

Mark Heydlauff, City Manager

City Manager Heydlauff stated that a one-day road closure on Saturday for Applefest has put a burden on our volunteer Fire Department. Mr. Heydlauff provided Council with several different options to remedy the situation. Discussion was held.

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

Motion by Cole, seconded by Spring to approve a road closure for Applefest beginning midmorning Friday through Sunday morning.

Yeas: Cole, Kalbfell, Parr, Spring, Knapp

Nays: None

Absent: Hagen

Motion carried.

8. Reports and Communications

A. Public Comment

B. City Manager's Comments

- Van Pelt intersection work began today; paving and restoration work is scheduled for next week
- There are some pavers on Mason Street that have settled; Elmers will take a look at the issue this week
- Construction work began on Lake Michigan Park

C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:18 p.m.

_____		_____	
Sarah J. Dvoracek	City Clerk	Lyle Gennett	Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers
Date: October 2, 2023

Presented By:

Background:

Recommendation:
Motion to approve the accounts payable and payroll check registers.
Attachments:
1. Check Registers 10-02-23 Agenda

Check Number	Payee	Amount
09/25/2023		
140600	AT&T	912.28
140601	AT&T MOBILITY	821.58
140602	CHARLEVOIX STATE BANK	8,484.94
140603	CHARTER COMMUNICATIONS	696.12
140604	CHARTER COMMUNICATIONS OPERA	109.98
140605	DELTA DENTAL	3,574.16
140606	GREAT LAKES ENERGY	236.47
140607	PRIORITY HEALTH	49,556.38
140608	VSP INSURANCE CO. (CT)	595.96
140609	WEX BANK	7,938.94
Total 09/25/2023:		72,926.81
Grand Totals:		72,926.81

Summary of Check Registers & ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

09/25/23	Special Accounts Payable Run	$	72,926.81
09/29/23	Payroll (net pay)	$	116,769.79
09/29/23&10/02/23	Payroll Transmittal Checks	$	112,621.67
10/03/23	Regular Accounts Payable	$	299,537.81
	Checks Sub-Total:	$	601,856.08

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

09/18/23	MI Public Power Agency	$	41,136.13
09/18/23	US Bank Bond Control (WWTP)	$	83,057.03
09/20/23	Enterprise FM Trust (fleet lease)	$	4,326.98
09/25/23	MI Public Power Agency	$	185,671.72
09/25/23	MI Public Power Agency	$	26,773.68
09/29/23	IRS (Payroll Tax Deposit)	$	42,922.62
09/29/23	Alerus Financial (HCSP)	$	558.00
09/29/23	Vantagepoint (401 Plan)	$	1,094.68
09/29/23	Vantagepoint (457 Plan)	$	20,901.37
09/29/23	Vantagepoint (Roth IRA)	$	1,170.76
09/29/23	State of MI (Withholding Tax)	$	6,257.01
09/29/23	MERS (Defined Benefit Plan)	$	85,866.46
	ACH Sub-Total:	$	499,736.44
	Huntington National Bank Total:	$	1,101,592.52

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

09/27/23	Special A/P Tax Disbursement	$	253,883.19
	Charlevoix State Bank Total:	$	253,883.19
	Grand Total:	$	1,355,475.71

APPROVED: _____ CITY MANAGER _____ CITY TREASURER _____ CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
09/23/2023	PC	09/29/2023	38239	HEYDLAUFF, MARK L.	102		3,494.36
09/23/2023	PC	09/29/2023	38240	DVORACEK, SARAH J.	105		2,321.15
09/23/2023	PC	09/29/2023	38241	DEROSIA, PATRICIA E.	107		1,110.12
09/23/2023	PC	09/29/2023	38242	DOTSON, LINDSEY J.	109		1,507.72
09/23/2023	PC	09/29/2023	38243	KLOOSTER, ALIDA K.	121		1,927.46
09/23/2023	PC	09/29/2023	38244	BARNEVELD, RICHELLE	123		1,338.92
09/23/2023	PC	09/29/2023	38245	SCHULZ, GINNY L.	125		1,557.22
09/23/2023	PC	09/29/2023	38246	BRADLEY, KATHLEEN R.	126		1,289.51
09/23/2023	PC	09/29/2023	38247	MILLER, FAITH G.	142		444.94
09/23/2023	PC	09/29/2023	38248	MCGINN, KELLY A.	146		2,296.63
09/23/2023	PC	09/29/2023	38249	SCHEEL, JONATHAN D.	149		1,799.51
09/23/2023	PC	09/29/2023	38250	MCDONNELL, JILL L.	202		2,242.88
09/23/2023	PC	09/29/2023	38251	SCHOLEY, ROBERT W.	204		2,012.92
09/23/2023	PC	09/29/2023	38252	UMULIS, MATTHEW T.	205		1,416.61
09/23/2023	PC	09/29/2023	38253	ORBAN, BARBARA K.	209		1,374.04
09/23/2023	PC	09/29/2023	38254	RILEY, DENISE M.	213		560.70
09/23/2023	PC	09/29/2023	38255	MUNK, CHRISTOPHER J.	215		1,378.01
09/23/2023	PC	09/29/2023	38256	STEWART, MORGAN J.	217		3,348.12
09/23/2023	PC	09/29/2023	38257	CHRISTIANSEN, BRIAN D	218		1,695.62
09/23/2023	PC	09/29/2023	38258	YOUNG, KRISTEN L.	230		1,485.11
09/23/2023	PC	09/29/2023	38259	CONWAY, PATRICK G.	239		145.26
09/23/2023	PC	09/29/2023	38260	BINGHAM, LARRY E.	240		719.59
09/23/2023	PC	09/29/2023	38261	MACGILLIVRAY, ROGER	244		718.87
09/23/2023	PC	09/29/2023	38262	DOTSON, WILLIAM R.	249		690.57
09/23/2023	PC	09/29/2023	38263	WURST, RANDALL W.	411		1,396.80
09/23/2023	PC	09/29/2023	38264	HILLING, NICHOLAS A.	413		1,706.15
09/23/2023	PC	09/29/2023	38265	MEIER III, CHARLES A.	421		1,646.87
09/23/2023	PC	09/29/2023	38266	ZACHARIAS, STEVEN B.	422		2,155.22
09/23/2023	PC	09/29/2023	38267	NEWMAN, MARK J.	424		1,946.24
09/23/2023	PC	09/29/2023	38268	LOUGHMILLER, JOHN A.	425		1,682.74
09/23/2023	PC	09/29/2023	38269	GRIFFITH, JOHN J.	500		2,531.86
09/23/2023	PC	09/29/2023	38270	EATON, BRAD A.	515		2,789.72
09/23/2023	PC	09/29/2023	38271	WILSON, TIMOTHY J.	516		2,952.50
09/23/2023	PC	09/29/2023	38272	LAVOIE, RICHARD L.	519		2,537.43
09/23/2023	PC	09/29/2023	38273	STEVENS, BRANDON C.	521		2,752.40
09/23/2023	PC	09/29/2023	38274	WHITLEY, ANDREW T.	522		2,905.44
09/23/2023	PC	09/29/2023	38275	FARRELL, MITCHELL L.	524		2,353.15
09/23/2023	PC	09/29/2023	38276	ANDERSON, ELIZABETH	526		1,401.92
09/23/2023	PC	09/29/2023	38277	KENWABIKISE, DAVID L.	528		1,264.28
09/23/2023	PC	09/29/2023	38278	ELLIOTT, PATRICK M.	600		3,201.04
09/23/2023	PC	09/29/2023	38279	MORRISON, KEVIN P.	601		1,350.41
09/23/2023	PC	09/29/2023	38280	SCHWARTZFISHER, JOS	603		1,199.23
09/23/2023	PC	09/29/2023	38281	BRADLEY, KELLY R.	614		1,495.08
09/23/2023	PC	09/29/2023	38282	HART II, DELBERT W.	616		1,623.60
09/23/2023	PC	09/29/2023	38283	JONES, ROBERT F.	618		1,615.12
09/23/2023	PC	09/29/2023	38284	THORP JR, WILLIAM D.	623		1,390.93
09/23/2023	PC	09/29/2023	38285	LEITNER, RYAN S.	624		1,792.21
09/23/2023	PC	09/29/2023	38286	NOWKA, STEPHEN P.	626		1,393.10
09/23/2023	PC	09/29/2023	38287	REID, ROB A.	632		1,598.98
09/23/2023	PC	09/29/2023	38288	DORAN, JUSTIN J.	634		2,378.61
09/23/2023	PC	09/29/2023	38289	NEDWICK, DAVID J.	642		492.66
09/23/2023	PC	09/29/2023	38290	FINNERTY, HOLLY E.	669		1,197.71
09/23/2023	PC	09/29/2023	38291	POIROT, KENNETH R.	673		994.41
09/23/2023	PC	09/29/2023	38292	VENTZKE, COLE C.	674		1,046.46
09/23/2023	PC	09/29/2023	38293	WILSON, GARRETT L.	687		767.93
09/23/2023	PC	09/29/2023	38294	CRANDELL, ZACKARY R.	691		910.65
09/23/2023	PC	09/29/2023	38295	RABIDEAU, JACOB L.	696		1,010.12

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
09/23/2023	PC	09/29/2023	38296	BORTHS, MICHAEL J.	698		779.59
09/23/2023	PC	09/29/2023	38297	KNORR, KENT J.	700		2,223.40
09/23/2023	PC	09/29/2023	38298	ANZELL, BETH A.	702		1,546.15
09/23/2023	PC	09/29/2023	38299	STEWART, SPENCER P.	720		619.10
09/23/2023	PC	09/29/2023	38300	MCDERMOTT, DENNIS J.	732		2,046.05
09/23/2023	PC	09/29/2023	38301	WHITE III, MARCUS W.	754		929.65
09/23/2023	PC	09/29/2023	38302	CUNNINGHAM, ABIGAIL A	759		548.97
09/23/2023	PC	09/29/2023	38303	ELGART, SARAH N.	769		84.04
09/23/2023	PC	09/29/2023	38304	PHILP, DAVAYAH A.	781		283.71
09/23/2023	PC	09/29/2023	38305	STEVENS, JEFFREY W.	798		209.25
09/23/2023	PC	09/29/2023	38306	DRENTH, DOUGLAS A.	838		800.88
09/23/2023	PC	09/29/2023	38307	GILL, DAVID R.	856		1,110.59
09/23/2023	PC	09/29/2023	38308	LABLANCE, MAUREEN J.	863		326.64
09/23/2023	PC	09/29/2023	38309	LIVINGSTON, BRIAN D.	866		2,135.26
09/23/2023	PC	09/29/2023	38310	STANLEY, MARK J.	867		70.31
09/23/2023	PC	09/29/2023	38311	KLOOSTER, PATRICK H.	868		583.56
09/23/2023	PC	09/29/2023	38312	WAY, KRISTINA M.	870		118.33
09/23/2023	PC	09/29/2023	38313	DIETRICH, ARLENE M.	871		125.60
09/23/2023	PC	09/29/2023	38314	PARKER, SCOTT W.	873		174.54
09/23/2023	PC	09/29/2023	38315	PETROSKY, TIMOTHY D.	874		47.57
09/23/2023	PC	09/29/2023	38316	CUDD, ROBERT M.	875		434.35
09/23/2023	PC	09/29/2023	38317	EWALT, BRIAN W.	901		2,250.84
09/23/2023	PC	09/29/2023	38318	OLIVER, GRANT T.	915		1,200.45
09/23/2023	PC	09/29/2023	38319	POSTMUS, ANTHONY H.	916		1,366.51
09/23/2023	PC	09/29/2023	38320	DOUGLAS, MARK	935		1,426.30
09/23/2023	PC	09/29/2023	38321	FRATRICK, JOSEPH W.	940		795.49
09/23/2023	PC	09/29/2023	140610	COX, RONALD L.	869		175.85
Grand Totals:			84				116,769.79

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Report Criteria:
- Computed checks included
- Manual checks included
- Supplemental checks included
- Termination checks included
- Void checks included

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
09/23/2023	09/29/2023	140611	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	972.98
09/23/2023	09/29/2023	140612	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	35.60
09/23/2023	09/29/2023	140612	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	390.05
09/23/2023	09/29/2023	140613	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,220.00
09/23/2023	09/29/2023	140614	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	641.14
09/23/2023	09/29/2023	140615	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
09/23/2023	09/29/2023	140616	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,640.49
09/23/2023	09/29/2023	140617	THE HARTFORD	9035	LIFE - VOLUNTARY Pay Period:	263.30
09/23/2023	09/29/2023	140617	THE HARTFORD	9035	SPOUSE LIFE Pay Period: 9/23/	45.66
09/23/2023	09/29/2023	140617	THE HARTFORD	9035	CHILD LIFE Pay Period: 9/23/20	10.29
09/23/2023	09/29/2023	140617	THE HARTFORD	9035	AD&D - VOLUNTARY Pay Period	25.72
09/23/2023	09/29/2023	140617	THE HARTFORD	9035	SPOUSE AD&D Pay Period: 9/23	5.54
09/23/2023	09/29/2023	140617	THE HARTFORD	9035	CHILD AD&D Pay Period: 9/23/2	4.35
09/23/2023	10/02/2023	140618	4FRONT CREDIT UNION	9028	Lump Sum Employer Contribution	54,450.00
09/23/2023	10/02/2023	140619	CHARLEVOIX STATE BAN	9016	Lump Sum Employer Contribution	52,800.00
Grand Totals:		15				112,621.67

Check Number	Payee	Amount
10/03/2023		
140620	A NOTABLE WAY LLC	1,717.15
140621	ABILITA	2,250.00
140622	AMAZON CAPITAL SERVICES	503.28
140623	AMERICAN LEGAL PUBLISHING CORP	356.55
140624	AMERICAN WATER WORKS ASSN	255.00
140625	ANDERSON, ELIZABETH A.	50.00
140626	ANNIS, JOEL	65.00
140627	ANZELL, BETH A.	50.00
140628	AT YOUR SERVICE PLUS INC	280.00
140629	AVFUEL CORPORATION	100,740.66
140630	BAKKER, KAREN	45.00
140631	BALLARD'S PLUMBING AND HEATING	780.00
140632	BELL EQUIPMENT COMPANY	1,882.27
140633	BLARNEY CASTLE OIL CO	1,446.80
140634	BS& A SOFTWARE	5,400.00
140635	CDW GOVERNMENT	202.34
140636	CHARLEVOIX CHEESE COMPANY	90.00
140637	CHARLEVOIX COUNTY TREASURER	822.14
140638	CHARLEVOIX GLASS	363.01
140639	CHARLEVOIX LAVENDER LLC	38.00
140640	CHARLEVOIX SCREEN MASTERS INC	2,640.50
140641	CHARLEVOIX STATE BANK	26,885.72
140642	CHARLEVOIX TOWNSHIP TREASURE	38,300.00
140643	CINTAS	100.84
140644	CINTAS CORPORATION	112.74
140645	CITY OF CHARLEVOIX - PETTY CASH	670.39
140646	CONWAY PROFESSIONAL SERVICES	4,214.00
140647	D&D ELECTRONICS	90.00
140648	DeROSIA, PATRICIA E.	50.00
140649	DETROIT PUMP & MFG CO	426.80
140650	DORAN, JUSTIN J.	50.00
140651	DOTSON, LINDSEY J.	50.00
140652	DOUGLAS, MARK	50.00
140653	DRENTH, DOUGLAS A	50.00
140654	DROST LANDSCAPE	1,536.00
140655	DUTCH OVEN BAKERY, THE	811.00
140656	DVORACEK, SARAH	123.18
140657	EDELWEISS FARMS	97.00
140658	ELECTIONSOURCE	109.93
140659	ELLIOTT, PATRICK M.	50.00
140660	EWALT, BRIAN W	50.00
140661	FARMER WHITE'S	268.00
140662	FISHER SCIENTIFIC	635.96
140663	FLETCH'S INC	538.54
140664	FREEDOM MAILING SERVICES INC	2,735.36
140665	GALLS LLC	34.74
140666	GRAND TRAVERSE GARAGE DOOR C	138.00
140667	GRIFFITH, JOHN J	50.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
140668	GRP ENGINEERING INC	3,118.05
140669	GUNTZVILLER BERRY FARM	172.00
140670	HARRELL'S LLC	2,021.20
140671	HEVEY, JAMES	400.00
140672	HEYDLAUFF, MARK L.	1,024.39
140673	HILLING, NICHOLAS A.	50.00
140674	HUGHES, LAURIE	193.00
140675	IDEXX DISTRIBUTION INC	331.06
140676	INFORMA BUSINESS SYSTEMS INC	2,961.20
140677	IPS GROUP INC	761.33
140678	KCI	1,053.22
140679	KLOOSTER, ALIDA K.	50.00
140680	KNORR, KENT J.	50.00
140681	KRAFT BUSINESS SYSTEMS	35.36
140682	KSS ENTERPRISES	459.83
140683	LABLANCE, LUKE	75.00
140684	LITTLE TRAVERSE DISPOSAL LLC	6,677.15
140685	LIVINGSTON, BRIAN D.	50.00
140686	MCDERMOTT, DENNIS J.	50.00
140687	MCDONNELL, JILL L	50.00
140688	McGINN, KELLY A.	50.00
140689	MCMASTER-CARR	554.68
140690	MICHIGAN MUSHROOM MARKET	282.00
140691	MICHIGAN STATE INDUSTRIES	155.00
140692	MICHIGAN STATE UNIVERSITY	40.00
140693	MIKE'S MUSTARD	38.00
140694	MILLER, FAITH G	38.64
140695	MUNETRIX LLC	4,189.00
140696	MWEA	180.00
140697	NMLIFESTYLE	4,400.00
140698	NORTH COUNTRY CRITTERS	110.00
140699	NORTHERN MICHIGAN MUTUAL AID T	800.00
140700	NORTHWEST ELECTRONICS & REPAI	72.25
140701	NYSTROM, JIM	645.00
140702	OHM ADVISORS	1,782.00
140703	OLSON BZDOK & HOWARD PC	4,417.50
140704	ON DUTY GEAR LLC	1,169.99
140705	O'REILLY AUTOMOTIVE INC	9.99
140706	PENCHURA LLC	5,038.00
140707	PERFORMANCE ENGINEERS INC	1,000.00
140708	PLUNKETT COONEY	500.00
140709	POWER LINE SUPPLY	5,000.31
140710	POWER SYSTEM ENGINEERING INC	19,119.48
140711	PREIN & NEWHOF	379.00
140712	PRESTON FEATHER	874.94
140713	PROVIDENCE ORGANIC FARM	802.00
140714	QT PETROLEUM ON DEMAND	1,425.00
140715	R B LYONS INC	8,500.00
140716	RECDESK LLC	3,200.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
140717	REHMANN LLC	4,000.00
140718	SCHEEL, JONATHAN D	50.00
140719	SCHOLEY, ROBERT W.	50.00
140720	SCIENTIFIC BRAKE - GAYLORD	238.12
140721	SIEGRIST, DAVID	90.00
140722	STITCH N LYDS LLC	89.70
140723	SUMMIT FIRE PROTECTION CO	429.00
140724	SWANSON K & D INC	1,400.00
140725	SWEET MARIA'S LLC	277.00
140726	SYSTEMS SPECIALISTS INC	495.00
140727	THRU GLASS CLEANING CO	936.70
140728	TRACE ANALYTICAL LABORATORIES I	619.00
140729	UNIFIRST CORPORATION	411.79
140730	UNIVERSAL CREDIT SERVICES INC	30.00
140731	UP NORTH ASSESSING INC	5,300.00
140732	UPPER CASE PRINTING INK.	75.33
140733	USABLUEBOOK	394.87
140734	VILLAGE GRAPHICS INC	89.75
140735	WITT FAMILY FARM	119.00
140736	WURST, RANDALL W.	50.00
140737	YOUNG, KRISTEN L.	50.00
140738	ZAREMBA EQUIPMENT INC	1,715.08
140739	ZIXCORP	66.00
Total 10/03/2023:		299,537.81
Grand Totals:		299,537.81

M = Manual Check, V = Void Check

Check Number	Payee	Amount
09/18/2023		
91823001	MICHIGAN PUBLIC POWER AGENCY	41,136.13
91823002	U.S. BANK BOND CONTROL	83,057.03
Total 09/18/2023:		124,193.16
Grand Totals:		124,193.16

M = Manual Check, V = Void Check

Check Number	Payee	Amount
09/20/2023		
92023001	ENTERPRISE FM TRUST	4,326.98
Total 09/20/2023:		4,326.98
Grand Totals:		4,326.98

M = Manual Check, V = Void Check

Check Number	Payee	Amount
09/25/2023		
92523001	MICHIGAN PUBLIC POWER AGENCY	185,671.72
92523002	MICHIGAN PUBLIC POWER AGENCY	26,773.68
Total 09/25/2023:		212,445.40
Grand Totals:		212,445.40

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Amount
92923001			
09/29/2023	92923001	**EFTPS* Payroll Taxes	11,134.40
09/29/2023	92923001	**EFTPS* Payroll Taxes	11,134.40
09/29/2023	92923001	**EFTPS* Payroll Taxes	2,603.98
09/29/2023	92923001	**EFTPS* Payroll Taxes	2,603.98
09/29/2023	92923001	**EFTPS* Payroll Taxes	15,445.86
Total 92923001:			
5			42,922.62
92923002			
09/29/2023	92923002	Alerus Financial	558.00
Total 92923002:			
1			558.00
92923003			
09/29/2023	92923003	MissionSquare - 401 Plan 109153	1,094.68
Total 92923003:			
1			1,094.68
92923004			
09/29/2023	92923004	MissionSquare - 457 Plan 300959	4,571.00
09/29/2023	92923004	MissionSquare - 457 Plan 300959	2,826.71
09/29/2023	92923004	MissionSquare - 457 Plan 300959	4,691.82
09/29/2023	92923004	MissionSquare - 457 Plan 300959	8,811.84
Total 92923004:			
4			20,901.37
92923005			
09/29/2023	92923005	MissionSquare - Roth IRA 706117	1,170.76
Total 92923005:			
1			1,170.76
92923006			
09/29/2023	92923006	STATE OF MICHIGAN	6,257.01
Total 92923006:			
1			6,257.01
Grand Totals:			
13			72,904.44

KM

Check Number	Payee	Amount
09/29/2023		
92923007	MERS	85,866.46
Total 09/29/2023:		85,866.46
Grand Totals:		85,866.46

M = Manual Check, V = Void Check

Check Number	Payee	Amount
09/27/2023		
4033	CHARLEVOIX COUNTY TREASURER	68,849.47
4034	CHARLEVOIX PUBLIC SCHOOLS	107,140.49
4035	CITY OF CHARLEVOIX - TAXES DUE	77,893.23
Total 09/27/2023:		253,883.19
Grand Totals:		253,883.19

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

M = Manual Check, V = Void Check

Charlevoix City Council

Consent Agenda

Title: MECA Safety Program for 2024-2026
Date: October 2, 2023

Presented By:

Background:
Many Michigan municipal electric utilities rely on the Michigan Electric Cooperative Association (MECA) to provide state-recognized line apprentice programs. This cooperative effort led to the development of a joint safety program administered by MECA. Participation in these programs also provides additional access to mutual aid resources.

The Charlevoix Electric Department Safety Program is administered through MECA. MECA provides regular training on required topics as well as general safety training. Each meeting begins with a review of accidents and near misses across the industry. This reinforces the importance of consistent safety practices and makes the crews aware of the hazards of complacency in the workplace. The agreement is year to year with annual cost adjustments, not to exceed 5%. For 2024, the cost of MECA's safety program for the City of Charlevoix is unchanged from 2023.

Recommendation:
Motion to approve the MECA Safety Program for 2024-2026 in the amount of $17,900, with a cost not to exceed 5%, as presented.

Attachments:
1. MECA Invoice II2300089
2. Charlevoix MECA Safety Agreement 2011
3. MECA 2024-2026 Pricing 04.27.2023

MECA

10125 W. Watergate Road, Cadillac, MI 49601
Phone: (231) 775-5700 Fax:

Bill To: Charlevoix Municipal Utilities
210 State Street
Charlevoix, MI 49720

Customer ID: 10009

Invoice Date	Invoice Number	Due Date
September 1, 2023	II2300089	December 1, 2023

Period	Description	Amount
2024	Safety Dues (Yearly)	$ 17,900.00

582-573-860.001

JM
8.31.23
JJG

Total	$ 17,900.00

ACH Payment Instructions

Bank Name:	Mercantile Bank of Mich.
Routing Number:	072413829
Account Number:	4100379683

Check Payment Instructions
Michigan Electric Cooperative Association
c/o Accounts Receivable
10125 W. Watergate Road
Cadillac, MI 49601

Contact Information
Accounting services for MECA are managed by Wolverine Power Cooperative. For questions regarding this invoice, contact Tricia DesJardins tdesjardins@wpsci.com (231) 779-3398

Michigan Electric Cooperative Association

SAFETY PROGRAM AGREEMENT

The undersigned municipal utility ("Utility") hereby subscribes to participate in the Employee Safety Program described below (the "Program") and provided by the Michigan Electric Cooperative Association ("MECA").

The Utility and MECA hereby agree as follows:

1. The Program.

MECA shall provide the Program services to the Utility as more particularly set forth on Exhibit "A" attached to this Agreement and incorporated herein by reference.

The Program will be provided at a time scheduled by MECA in a single location within the Utility's service territory or in reasonably close proximity. MECA provides the Program services to multiple utilities and, for efficiency, reserves the right to combine the Utility's Program services with other utilities' participation at a more central location.

2. Term.

The initial term of this Agreement is three (3) years beginning January 1, 2012. The Agreement shall thereafter automatically renew for successive three (3) year renewal terms unless either party provides written notice of non-renewal to the other party not less than six (6) months prior to the expiration of the initial term or any renewal term. MECA may change the fees for the Program services for any subsequent renewal term by providing written notice to the Utility not less than eight (8) months prior to the expiration of the then-current term of this Agreement.

The Agreement may be earlier terminated by either party at any time (i) upon a default of the other party after written notice of the default and failure to cure the default within 30 days after receipt of the notice; or (ii) MECA ceasing to provide the Program services.

Upon an early termination based upon MECA ceasing to provide the Program, all pre-paid Program services shall be provided or the annual payment shall be refunded to the Utility.

3. Fees.

The annual fee for the Program shall be $15,000, payable in advance to MECA by December 1 of each preceding calendar year during the term of this Agreement. The annual fee is subject to change for each renewal term by written notice to the Utility as provided in Section 2.

4. Liability.

The Utility remains responsible for its compliance with all applicable safety requirements and recommendations. Nothing in this Agreement or in the provision of the Program services to the Utility and its employees shall cause MECA to assume any responsibility or any liability to any third party or to the Utility or its employees for the Utility's compliance with any applicable federal, state, local or industry standards or requirements.

The Utility hereby agrees to indemnify and hold MECA, and its directors, members, employees, contractors and agents, harmless from and against any claims made against MECA for any injury, death or damages, including all costs of defense against any such claim, arising out of or made in connection with the Utility's or its employees' failure to properly comply with any applicable safety standard or requirement.

Neither party shall be liable to the other party for any indirect, incidental or consequential damages related to either party's performance or non-performance of their obligations under this Agreement.

5. Assignment.

This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement may not be assigned by the Utility to any

unaffiliated person without the prior written consent of MECA.

6. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by first class mail, postage prepaid, to the addresses set forth below. Notice shall be deemed to be given upon mailing.

7. No Agency.

By entering into this Agreement and performing its obligations hereunder, MECA is acting solely as an independent contractor and shall not be, and shall not be deemed to be, an agent of the Utility for any purpose.

8. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the provision of the Program services and supersedes all prior correspondence, conversations and negotiations with respect thereto. Except as otherwise provided herein, this Agreement may be changed or otherwise modified only in writing and signed by both parties hereto.

9. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

The undersigned parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the date accepted and executed by MECA below.

CITY OF CHARLEVOIX

By: _____
Norman Carlson Jr.
Its: Mayor

Attest:
_____
Carol Ochs
Its: City Clerk

Address: City of Charlevoix
210 State St
Charlevoix, MI 49720

Accepted 2/11/2011

MICHIGAN ELECTRIC COOPERATIVE ASSOCIATION

By: _____
Craig Borr, President and CEO

Address: 2859 W. Jolly Road
Okemos, MI 48864

LAN01\236627.4
ID\WJP - 025166/0999

MECA
MICHIGAN ELECTRIC COOPERATIVE ASSOCIATION

April 27, 2023

John Griffith
Charlevoix Electric Dept.
401 W. Carpenter
Charlevoix, MI 49720

Re: **Notice of 2024-2026 MECA Safety Program Pricing**

Dear John:

Thank you for your commitment to workplace safety, and your continued participation in the Michigan Electric Cooperative Association (MECA) safety training program. Consistent with the Safety Program Agreement between our two organizations, we are writing to inform you there will be no price change for the 2024 calendar year program. The annual fee for Charlevoix Electric Dept. will be $17,900 for the first year (2024) of the 3-year term, with future price adjustments not to exceed 5% annually for the balance of the 3-year term. Your investment provides for 6 traditional safety meetings, plus safety workshops, mutual aid support, accident investigation and other safety support (see Exhibit A, attached). This amount will continue to be payable in advance to MECA by Dec. 1 of each proceeding program year. The 2024 pricing formula is:

- Standard (8-meeting) site fee remains $14,600. All utilities receiving services as part of a group share the site fee equally (e.g., if there are three utilities sharing a site, each pays $4,867, one third of the $14,600 site fee).
- Individual utility fees will remain $14,900* (large utility) and $6,950 (small utility).

This notice of pricing is being made in accordance with Section 2 of our signed safety program agreement (attached). No action needs to be taken to continue participation in the MECA safety program for the 2024-2026 term. If you have any questions, please direct them to Renee Leydet, MECA Safety administrator, at rleydet@meca.coop or 812-840-0156.

The success of our safety program is based on the foundation of partnership between our electric cooperative members and municipal/private utility partners. We look forward to continuing this strategic partnership. Thank you for your participation in the MECA safety program.

Sincerely,

Craig Borr
President & CEO

Joe McElroy
Director of Safety & Loss Control

*2021-2023 Notice had a typo stating $14,600, actual invoice amount will not change.

Charlevoix City Council

Consent Agenda

Title: Refusal of All Hydrant Painting Bids

Date: October 2, 2023

Presented By:

Background:

In late August, we advertised for the service of hydrant painting and on September 6, 2023, we opened six sealed bids (see attachment). This work generally consists of sand blasting all of the City's fire hydrants, painting a primer coat and then a final coat of red paint. Due to the time of year and fall weather setting in, along with the higher than anticipated costs, it is in our best interest that we postpone this project until the spring of 2024. This project will be re-bid in the spring for a spring/early summer completion date.

Recommendation:

Motion to reject all bids associated with the 2023 hydrant painting project and rebid project in the Spring of 2024.

Attachments:

1. Hydrant Painting Bid Tab

CITY OF CHARLEVOIX

Bid Opening
Hydrant Painting Bid
Wednesday 09/06/2023
11 AM

Bidder Name	Comments	
Do it All Painting	$298.50 / $83,580.00	(2)
Dave Cole Decorators	$446.50 / $125,020.00	(4)
Riverstown Painting & Const.	$387.50 / $108,500.	(3)
Jason Davis - Rust Busters Blast & Pain	$196.42 / $54,997.60	(1)
MPM Painting	$450 / $126,000.	(5)
~~Blastek~~ Blastek	$1,108 / $310,240	6

* ATHOS CONT. - EMANUAL SOURDOS
- 216-551-5199
@COX.NET

Charlevoix City Council

Consent Agenda

Title: Refuse Pick Up Contract With Little Traverse Disposal

Date: October 2, 2023

Presented By:

Background:

In early September, we advertised for the service of refuse collection at all City-owned facilities and on September 26, 2023, we opened two sealed bids (see attachment). This service is for all of the refuse collection at all City owned facilities, along with providing additional roll off containers or dumpsters for our special events. The low bid was provided by Little Traverse Disposal, our current contractor, and over the years they have provided us with good service and flexible scheduling. They are also the company that provides our spring and fall curbside refuse pick up. Overall, their prices have increased slightly compared to the last time we bid this service back in 2021. The proposed contract would be for a one-year period, with the option to extend for one additional year if we so choose.

Recommendation:

Motion to accept the bid, as presented by Little Traverse Disposal and authorize the City Manager to sign any required documents.

Attachments:

1. HPD_230926124800

CITY OF CHARLEVOIX

Bid Opening
Refuse Pickup
Tuesday 09/26/2023
11 AM

Bidder Name	Comments
Little Traverse Disposal	$6.20/c.y.] Perm $800/20 yd ~~$350/6yd~~] TEMP
GFL	$10.1/CY] Perm $762.50/20 yd $380/6yd] TEMP

Charlevoix City Council

Public Hearings and Actions Requiring Public Hearings

Title: Set a Public Hearing for Ordinance Amendment-Work in Environmental Impaired Areas
Date: October 2, 2023

Presented By: Sarah Dvoracek, City Clerk

Background:
As part of the ongoing EPA clean-up of contaminated soils and groundwater in the City, the EPA has requested we adopt a new ordinance dealing specifically with institutional controls and procedures for addressing construction and soil movement in certain areas of the City. This is similar to a groundwater control ordinance we adopted and amended in years past which focus more on the groundwater while this focuses on the soils. These properties have been under close EPA supervision and testing for years and I do not believe this will significantly change the use of these parcels beyond the requirement that extra caution be used for excavation on the properties and notification of the EPA in certain circumstances.

Recommendation:
Motion to set a public hearing for Monday, October 16, 2023 at 6pm in the Council Chambers of City Hall regarding the proposed ordinance amendment to add the section Working in Environmental Impaired Areas Ordinance to the City Code.

Attachments:
1. 841 of 2023 Adding Work in Environmentally Impaired Areas

CITY OF CHARLEVOIX
ORDINANCE NO. 841 of 2023

AN ORDINANCE TO AMEND AND ADD SECTION WORK IN ENVIRONMENTALLY IMPAIRED AREA TO THE CHARLEVOIX CITY CODE

THE CITY OF CHARLEVOIX ORDAINS: The City of Charlevoix Code is hereby amended by adding a section, to be titled Work in Environmentally Impaired Area which shall reads as follows:

SECTION 1. § ____DEFINITIONS.

For the purpose of this subchapter, the following definitions apply unless the context clearly indicates or requires a different meaning.

CITY. The City of Charlevoix.

IMPACT AREA. The property located within the city and described as follows:

Table 1 Properties Requiring ICs Requiring Notification and Mitigation for Intrusive Activities	
Parcel ID	**Address**
Area A	
052-270-253-50	201 Garfield Avenue W
052-270-251-00	203 Garfield Avenue W
052-270-250-00	205 Garfield Avenue W
052-270-249-00	207 Garfield Avenue W
052-270-248-00	209 Garfield Avenue W
052-270-247-00	211 Garfield Avenue W
052-270-246-00	213 Garfield Avenue W
052-270-198-00	200 Lincoln Avenue W
052-270-199-00	204 Lincoln Avenue W
052-270-192-00	205 Lincoln Avenue W
052-270-191-00	207 Lincoln Avenue W
052-270-200-00	208 Lincoln Avenue W
052-270-190-00	209 Lincoln Avenue W
052-270-201-00	210 Lincoln Avenue W
052-270-202-00	214 Lincoln Avenue W
052-270-253-00	707 State Street
052-227-026-10	801 State Street
Area B	
052-362-006-10	100 Hurlbut Avenue W
052-362-005-00	102 Hurlbut Avenue W
052-362-006-00	701 Bridge Street
052-362-007-00	703 Bridge Street
Area C	
052-270-013-00	228 Antrim Street
052-270-013-50	230 Antrim Street
052-270-014-50	302 Antrim Street
052-270-014-00	401 Grant Street
052-290-000-00	305 Hurlbut Avenue W

052-270-070-50	230 Newman Street

Impact Area also includes the following road right of ways:
- The intersection of Newman Street and Grant Street and adjacent roadways
- A portion of Hamilton Place
- Portions of West Lincoln Avenue
- Portions of West Garfield Avenue
- A Portion of Mcleod Place from its intersection with West Garfield Avenue to beyond its intersection with West Lincoln Avenue

(1) In the City of Charlevoix, Charlevoix County, Michigan:

EGLE. The Michigan Department of Energy, Great Lakes and the Environment, or its successor agency.

USEPA. The United States Environmental Protection Agency.

OSHA Occupational Safety and Health Administration.

§ ____ ECAVATION OF SOILS PROHIBITED; EXCEPTIONS.
No person, firm, association, corporation or any other entity shall excavate or engage in intrusive activities within the impact area, unless they first contact the USEPA prior to undertaking intrusive activities anywhere within the identified impacted area and ensure the mitigation of risks to construction workers (including municipal employees) with appropriate measures as required by OSHA.

§ ___ WORK WITHIN ROAD RIGHT OF WAY.
No person, firm, association, corporation or any other entity shall excavate or engage in intrusive activities within the road right of ways within the impact area, unless they first contact the USEPA prior to undertaking intrusive activities anywhere within the identified impacted area and ensure the mitigation of risks to construction workers (including municipal employees) with appropriate measures as required by OSHA.

§ ____ ISSUANCE OF PERMITS WITHIN IN THE IMPACT AREA.
The City will proof of compliance with this chapter before issuing any construction or building permits within the impacted area.

§ ____NOTIFICATION TO USEPA AND EGLE.
If the city ever intends to amend or repeal this chapter, it shall notify the USEPA and EGLE, or their successors, of its intentions no less than 30 days before such amendment or repeal is enacted.

§ ____ NUISANCE PER SE.
A violation of this subchapter is hereby declared to be a public nuisance or nuisance per se and is declared to be offensive to the public health, safety and welfare.

§ ____ COURT ACTION FOR ABATEMENT OF NUISANCES.
The city may take civil action requesting injunctive relief against any person, firm, association, corporation or other entity found to be in violation of this subchapter. This abatement action shall be in addition to any penalty imposed by § 52.99(C) of this chapter.

§ ____ PENALTY.
(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.
(B) Any person violating § 52.11 of this chapter shall, upon conviction thereof, be punished as prescribed in § 10.99 of this code of ordinances.
(C) Any person, firm, association, corporation or other entity who violates any provision of §§ 52.25 through 52.31 of this chapter shall be responsible for a municipal civil infraction, as defined in Public Act 12 of 1994, amending Public Act 236 of 1961, being M.C.L.A. §§ 600.101 through 600.9939, and shall be subject to a fine of not more than $100. Each day §§ 52.25 through 52.31 of this chapter is violated shall be considered as a separate violation. Any action taken under this division (C) shall not prevent civil proceedings for abatement or termination of the prohibited activity permitted under § 52.31 of this chapter.

SECTION 2. Severability. No other portion, paragraph or phase of the Code of the City of Charlevoix, Michigan shall be affected by this Ordinance except as to the above sections, and in the event any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or of the Code of the City of Charlevoix, Michigan.

SECTION 3. Effective Date.
This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 841 was adopted on the xx day of xxx 2023 A.D., by the Charlevoix City Council as follows:

State of Michigan
City of Charlevoix } §

Sarah J. Dvoracek City Clerk

Lyle Gennett City Mayor

Charlevoix City Council

Public Hearings and Actions Requiring Public Hearings

Title: Set Public Hearing Zoning Ordinance Amendments-Housing Related
Date: October 2, 2023

Presented By: Sarah Dvoracek, City Clerk

Background:
To assist the City Council in their discussion about the housing amendments, the individual items and changes are listed below. Within each of the items you will find the individual elements listed for consideration. For example, the 4th item discusses increasing allowable density in the R-1 Single-Family District, and the two subsequent elements to achieve this are allowing duplexes and single multi-family structures. To help staff understand how the City Council would like to proceed, it would be helpful if they would go through the list and decide which ones, if any, they wish not to proceed with.

I have also included a red-lined version of the changes to the zoning ordinance which details the changes in the applicable chapters, noting that some of the amendment elements impact language in multiple locations of the Zoning Ordinance that need to be identified. It also references less substantive changes that are included, such as definitions, spelling corrections, duplications, etc. This comprehensive list will be updated based on the direction of the City Council and the redlined zoning amendment documents will be edited to reflect those changes. Attached for reference is the motion the Planning Commission made when voting to move these items to the City Council for consideration.

ZONING AMENDMENT
Item 1: Added numerous definitions.
Item 2: Remove redundant/duplicative zoning districts.

1. Remove the R-2A Zoning District.
2. Remove the R-4 Conditional District.

Item 3: Clarify Intent of residential districts.

1. R-1, R-2, R4.

Item 4: Increase Density in the R-1 and R-2 Districts.

1. Allow duplexes in R-1 (already allowed in R-2) by right.
2. Allow single multi-family structures by right.
3. Remove Home Conversion (redundant).
4. Remove Single Multi-family building (redundant).

Item 5: Dimension Standard Modifications to incentivize infill.

1. Add R-4 to the residential table.
2. Remove redundant Notes to Table.

3. Increase lot coverage with additional requirements R-1 and R-2.
4. Lower side setback and rear setback in R-4 District.
5. Lower unit size for one- and two-bedroom units R-4 District.
6. Lower distance between buildings in R-4 District.

Item 6: Add standards and requirements to assure safe and quality development of multi-family projects.

1. Revise vehicle circulation system standards.
2. Lower distance between courtyard buildings.
3. Allow parking closer to property line.
4. Add pervious concrete to allowed paving choices.
5. Lower front and rear setbacks.
6. Remove redundant Notes to Table.

Item 7: Incentives housing in West Garfield Ave General Commercial Overlay District.

1. Add muti-family as a use allowed.
2. Remove single-family housing.
3. Raise maximum height of structures.

Item 8: Remove redundant language and add architectural standards to ensure projects that fit into the neighborhood's look and feel.

1. Remove Senior Housing as redundant to any other housing.
2. Add the size of windows.
3. Add roofline and other architectural elements.
4. Remove STRs from Other Uses and move to Residential Use.
5. Move specific stormwater stands from Multifamily section to Site Plan approval.

Recommendation:

Motion to set a public hearing for Monday, October 16, 2023 at 6pm in the Council Chambers of City Hall regarding the proposed zoning ordinance amendments related to housing.

Attachments:

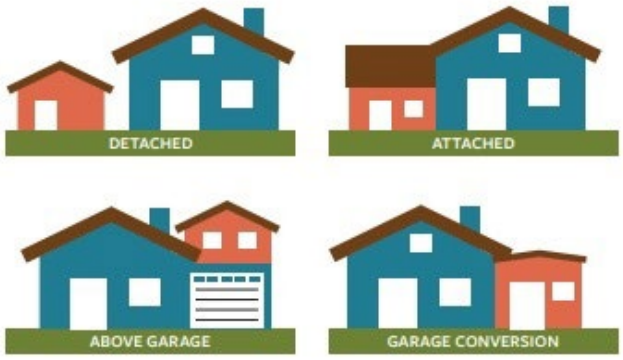
1. redline version housing amendments 9-23

§ 153.005 DEFINITIONS.

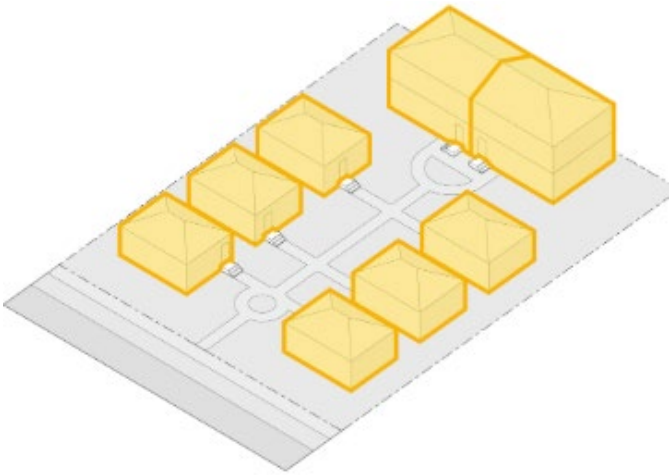
(B) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DENSITY, GROSS. The number of residential units per acre of land. This is calculated by taking the total lot area divided by the number of units.

(c) DWELLING, ACCESSORY (ADU). An accessory building that incorporates one dwelling unit.



(d) DWELLING, COURTYARD. A structure or series of structures consisting of multiple detached, side-by-side, and/or stacked dwelling units oriented around a courtyard or series of courtyards. The courtyard replaces the function of a rear yard and is more open to the street in low intensity neighborhoods and less open to the street in more urban settings. Each unit is accessed from the courtyard and shared stairs.



Source: MissingMiddleHousing.com

INFILL DEVELOPMENT. The process of developing vacant or underutilized parcels within existing urban areas that are already largely developed.

MISSING MIDDLE HOUSING., Coined by Opticos Design founder Daniel Parolek in 2010, it defines a range of multi-unit or clustered housing types – compatible in scale with detached single-family homes – that help meet the growing demand for walkable urban living.

RESIDENTIAL DISTRICTS. The R1, R2, R4, ~~R-4 – Conditional Rezone~~, and PC Zoning Districts.

SEASONAL. Common understanding of the recreational seasons in Northern Michigan. Summer-May thru October 31

§ 153.055 ZONING MAP.

(A) The city is hereby divided into the following zoning districts as shown on the Official Zoning Map:

(1) *Residential districts.*

~~(f) R-4 - Conditional Rezone.~~

§ 153.070 INTENT.

(A) *R1, Low Density ~~Single~~ Family Residential District.* This district is intended to provide stable, low density neighborhoods of predominantly detached, attached, and clustered single-family dwellings. Where new infill development occurs, housing may include: accessory dwelling units, two family dwellings, courtyard dwellings, and multi-family structures that maintain single-family character. This district also permits non-residential uses that contribute to the culture and well-being of single-family neighborhoods, such as parks, schools and churches.

(B) *R2, Medium Density Family Residential District.* The R2 District is intended to provide for residential neighborhoods where a mix of detached, attached, and clustered single-family dwellings, ~~residential~~, accessory dwelling units, two family dwellings, courtyard dwellings, and multi-family structures that maintain single-family character. ~~single multiple-family dwellings, and attached dwellings are located.~~

(C) *R2A, Two-Family Residential District.* The R2A District allows for both single-family and two-family (duplex) dwellings in order to allow higher densities in appropriate locations and to provide expanded housing choices. This district also recognizes the existence of older residential areas in the city, where single-family homes have been or can be converted to two-family residences, in order to extend the economic life of these structures and allow the owners to justify the expenditures, repairs and modernization.

(D) *R4, Planned High Density Residential.* This district allows for higher density developments such as ~~condominiums, apartment buildings, site condominiums,~~ large multiple-family structures. Multiple-family dwellings may include apartment buildings, townhouses, courtyard dwellings and clustered housing.

§ 153.070 SCHEDULE OF USES.

Uses permitted in the R1, R2, R4 and PC Districts are listed in Table 153.071 of this chapter. Additional requirements related to a specific use, if any, are referenced in the "Specific Requirements" column.

Table 153.071: Allowed Uses in Residential Zones P = Permitted Use by Right S = Special Land Use						
	R1	R2		R4	PC	Specific Requirements*
RESIDENTIAL						
Dwellings						
Single-Family, detached	P	P		P	P	§ 153.117(A)
Single-Family, attached (3 or more units)	P	P		P	P	§ 153.117(A)
Two-family (2 units)	P	P		P	P	§ 153.117(G)
Multiple-Family (3 or more units)	P	P		P	P	§ 153.117(G)
~~Single Multiple Family Building~~		~~P~~				~~§ 153.117(G)~~
Accessory Dwelling Unit	P	P	P			
~~Home Conversion~~		~~P~~				

§ 153.072 AREA, HEIGHT AND PLACEMENT REQUIREMENTS.

(A) *Lot and width requirements.* All lots in the residential districts shall conform to the requirements of Table 153.072(a) of this chapter:

Table 153.072(a): Lot and Width Requirements in Residential Districts		
Zoning District	**Minimum Lot Area (sq. ft.)**	**Minimum Lot Width (ft.)**
R1	**9,000**	**70**
R2	**6,000**	**50**
~~R2A~~	**~~9,000~~[1]**	**~~80 (new construction)~~** **~~70 (conversion of existing homes)~~**
R4	**15,000**	**80**
PC[1]	**NA[1]**	**NA**

(B) *Dimensional requirements.* Building height, setbacks, lot coverage and minimum floor area for development of a principal structure in the R1, R2, R4, and PC Districts shall conform to the requirements ~~of~~ Table 153.072(b) of this chapter.

	Table 153.072(b): Dimensional Requirements in ~~Single-Family, Two-Family, Private Club~~ Residential Districts								
Zoning District	***Max. Building Height (ft.)[7]***	***Minimum Yard Setbacks (ft.)***				***Maximum Lot Coverage (%)***	***Min. Gross Floor Area (sq. ft.)***		***Principle Structure Minimum Width (ft.)***
		Front[3]	***Side***				***1 Story***	***2 Stories***	
			interior	***Street Side***	***Rear***				
R1[2]	26[6]	15[4]	10	15	25	40[53,5]	800	1,200	20
R2	26[6]	15	8	15	25	40[64,5]	800	1,200	20
~~R2A~~	~~26~~	~~15~~	~~10~~	~~20~~	~~25~~	~~40~~	~~400~~	~~800~~	~~20~~
PC	26	0	0	0	0	NA	0	0	20
R4[8]	35	15	15	15	25	50	800	1,200	20

NOTES TO TABLES 153.072(a) and 153.072(b)

~~[1]This minimum square footage applies to 2-family dwellings; for a single-family dwelling, the minimum allowable area of the R2 Zone, 7,000 square feet, shall apply~~.

[21] No minimum lot size or width is required; provided, the land is in common ownership. If the land is subdivided, the requirements of the R1 District shall apply.

~~[3] The Zoning Administrator may determine that front yards may be the opposite of the yard fronting a public street or right-of-way on lots with sloping topography or facing water bodies.~~

[42] Setbacks within the C&O Club Development shall be 35 feet for front yard, 15 for side yard and 25 for rear yard.

[53] Maximum lot coverage shall be 50% for lots less than 7,000 square feet.

[64] Maximum lot coverage shall be 50% for lots less than ~~64~~,500 square feet.

[5] Lot coverage may be increased to 50% if additional landscaping requirements are met. See 153.171(A)(B)(E).

[6] Single multi-family structures 30-foot maximum height

~~[7] See § 153.005 Definitions for the definition of building height.~~

[7] Does not include clustered homes, or courtyard homes.

[8] Planning Commission Site Plan Approval

(C) Dimensional requirements: square footage for accessory dwelling units, and single multifamily buildings units ~~home conversion units~~. Square footage for accessory dwelling units and ~~home conversion units~~ single multifamily buildings shall conform to the requirements of Table 153.072(c).

Table 153.072(c): Dimensional Requirement: Square footage for Accessory Dwelling Units, and ~~Home Conversion Units~~ Single Muti-Family Building Units		
Zoning District	Minimum	Maximum
R1, and R2 ~~R2A~~	300	900 for ADU only

(D) Dimensional requirements, R4 District. Building height, setbacks, lot coverage and minimum floor area for multiple-family dwellings and Clustered Housing in the R4 District shall conform to the requirements of Table 153.072(d).

Table 153.072(d): Dimensional Requirement in Multiple-family Dwellings in the R4 Zone									
Max. Building Height (ft.) [2]	Minimum Yard Setbacks (ft.)				Lot Coverage (%)	Min. Floor Area (sq. ft.), based on number of bedrooms[1]			Distance Between Buildings[2]
	Yard Adjacent to:	Front	Side	Rear		1 bedroom / efficiency	2 bedrooms	3 bedrooms	
35	All districts	15	~~20~~ 15	~~35~~ 25	50	~~660~~ 400	~~780~~ 600	900	~~30~~ 20

(E) *R4 District; additional requirements for multiple-family dwellings.*

(1) Development standards. The general plan for multiple-family dwellings shall include evidence and facts showing that it has considered and made provisions for, and the development shall be executed in accordance with, the following essential conditions.

(c) The proposed units, circulation, layout, parking facilities, and any open space or recreation activity areas are designed and located in a manner that ensures the stability of the existing or future properties in the area, in addition to the proposed development.

(2) Development requirements.

(a) Distance between buildings. The horizontal distance measured between buildings, forming courts and courtyards, shall not be less than ~~40~~ 30 feet.

(b) Parking. A parking area shall be placed so that it does not interfere with any recreation or service area and shall be set back at least ~~20~~ 15 feet from property lines.

(c) Paving. All areas provided for use by vehicles and all pedestrian walks shall be surfaced with bituminous asphalt, concrete, pervious concrete or similar materials and be properly drained.

(e) ~~Access~~ Vehicular circulation system. The proposed development will have a planned circulation system that is designed in the best interest of the public health, safety, and welfare in regard to the overall circulation of the community. Provision shall be made for safe and efficient ingress and egress to the public streets and highways without undue congestion to, or interference with, normal traffic flow.

(F) Dimensional requirements, clustered housing. Building height, setbacks, lot coverage and minimum floor area for single-family attached, single-family detached, courtyard, two-family dwellings or any combination in an R4 District clustered housing development shall conform to the requirements of Table 153.072(f).

Table 153.072(f) Dimensional Requirements: Single-Family Attached, Single-Family Detached and Two-Family Dwellings in an R4 Clustered Housing Development Zone								
Max. Building Height (ft.)[2]	***Minimum Yard Setbacks (ft.)***				***Lot Coverage (%)***	***Min. Gross Floor Area (sq. ft.)***		***Distance Between Buildings***
	Yard Adjacent to:	***Front***	***Side***	***Rear***		***1 story***	***2 stories***	
30	All districts	~~25~~ 15	10	~~25~~ 20	NA[1]	800	1,100	10

NOTES TO TABLE:

~~[1] Applicants are required to submit a grading and drainage plan, in accordance with the requirements of §§ 153.230 through 153.243 of this chapter, demonstrating stormwater can be contained and managed on the subject property if no municipal stormwater system exists. If a municipal stormwater system exists,~~

~~the Director of Public Works or consulting engineer representing the city shall review the grading and drainage plan to determine if the existing infrastructure can adequately handle the stormwater runoff. Applicants may be required to install stormwater management features to mitigate impacts to the municipal stormwater system~~.
~~[2] See § 153.005 Definitions for the definition of building height.~~

§ 153.102 WEST GARFIELD AVENUE GENERAL COMMERCIAL OVERLAY DISTRICT.

(A) Purpose. The purpose of this district is to support the future development of the 200 block of W. Garfield (north side) and the 200 block of W. Lincoln (south side) where industrial uses have been present in the past and commercial development currently exists, surrounded by residential uses.

(B) Applicability. This overlay district shall include the following addresses (see Zoning Map):

(1) 204 and 208 W. Lincoln; and

(2) 205 and 207 W. Garfield.

(C) Permitted uses. The following uses shall be permitted as special land uses, in accordance with the procedures of §§ 153.250 through 153.257 of this chapter:

(1) Restaurants, not including drive-through establishments;

(2) Convenience stores;

(3) Grocery stores;

(4) Storage buildings not to exceed 3,000 square feet;

(5 ~~Single~~ Multi-family residential;

(6) Furniture, carpet, appliance or similar use stores; and

(7) Retail stores.

(D) Other regulations. The Planning Commission, upon request, may determine if a proposed use not listed above is similar to, or comparable to, the permitted uses in Table 153.086. If the Planning Commission determines a proposed use is not similar or comparable to the permitted uses, the applicant may apply for a special use permit. The Planning Commission may issue a special use permit provided that the proposed use is found to generate commercial activity in accordance with the purpose of this section and it meets the requirements for special land use permits in §§ 153.250 through 153.257 of this chapter.

(E) Dimensional requirements.

(1) Setbacks. The minimum setback requirements are as follows:

(a) Front: 15 feet;

(b) Sides: ten feet; and

(c) Rear: 20 feet.

(2) Height. The maximum permitted building height shall be ~~26~~ 30 feet.

(3) Lot coverage. The maximum lot coverage shall not exceed 75% of the total lot.

§ 153.117 RESIDENTIAL USES.

(A) Dwellings. Single-family attached or detached (all residential units outside of manufactured home communities). All dwelling units located outside a licensed manufactured home community shall comply with the following.

(7) ~~Any addition to a dwelling shall meet all the requirements of this chapter.~~ A recreational vehicle, vehicle chassis or tent is not considered a dwelling.

~~(B) Senior housing: independent living, assisted living and similar.~~

~~(1) All dwellings must comply with this chapter. Developments or portions of developments designed as multiple-family buildings shall be subject to the requirements applying to multiple-family dwellings.~~

~~(2) Developments or portions of developments designed as single or two-family dwellings shall be subject to the requirements applying to single and two-family dwellings.~~

(~~C~~B) *Site condominiums.*

(~~D~~C) *Accessory dwelling unit (ADU).*

(~~E~~D) *Boarding/rooming house*

(~~F~~E) Home conversions. An existing detached single-family dwelling built prior to 2019 that is located within the required setbacks of the district may be converted to multiple permanent dwelling units subject to the following:

(~~G~~F) Single-family attached and single multiple-family buildings.

(1) Single-family attached buildings and single multiple-family buildings are subject to all applicable regulations of the zoning district in which they are located unless otherwise expressly stated in this section.

(6) There shall be a minimum of two 6 sq ft windows per non-street facing building façade.

~~(8) Porches and stoops may project into the yards in accordance with § 153.149.~~

~~(9) Façade elements above the ground floor may project into the yards in accordance with § 153.149.~~

(7) Roofline/pitch, siding, other architectural elements maintain single family character.

(G) *Short-term rentals.* Short-term rentals shall be regulated as provided in Chapter 114 of this code.

§ 153.125 OTHER USES.

~~(E) *Short-term rentals.* Short-term rentals shall be regulated as provided in Chapter 114 of this code.~~

§ 153.237 STANDARDS FOR SITE PLAN APPROVAL.

(F) (2) *Storm water.* Storm water retention and drainage systems shall be designed so the removal of surface water will not adversely affect neighboring properties or public storm water drainage systems. Unless impractical, storm water shall be removed from all roofs, canopies and paved areas by an underground surface drainage system. Low impact design solutions such as rain gardens and green roofs are encouraged. The proposed project will meet the City of Charlevoix Storm Water Ordinance. Applicants are required to submit a grading and drainage plan, demonstrating stormwater can be contained and managed on the subject property if no municipal stormwater system exists. If a municipal stormwater system exists, the Director of Public Works or consulting engineer representing the city shall review the grading and drainage plan to determine if the existing infrastructure can adequately handle the stormwater runoff. Applicants may be required to install stormwater management features to mitigate impacts to the municipal stormwater system.

Charlevoix City Council

Public Hearings and Actions Requiring Public Hearings

Title: Set Public Hearing for Rezoning
Date: October 2, 2023

Presented By: Sarah Dvoracek, City Clerk

Background:
The Planning Commission has been diligently working on solutions for the housing crisis in the City of Charlevoix over the last year or more. One of the incremental solutions to this is the rezoning of some parcels in the City to incentivize infill and projects with multiple homes. The Planning Commission focused on under-utilized larger properties in two areas of the City. Sixteen parcels (9+ acres) in the southeast section of the City and five parcels (4+- acres) in the northwest section of the City. Each one of these areas seems ripe for new housing development.

The southeast parcels border Garfield St., Carpenter St., Whitley St. and Charlevoix Township. The parcels range from 6,000+ sq ft to over 55,000 sq ft, most being larger. Two owners own multiple adjacent parcels, which potentially makes development even more probable. Many of the parcels have a legal nonconforming industrial use, while it is a much-needed use in the region and has been a good neighbor, it could be moved to a better location and replaced with housing that matches the adjacent neighborhood. During the Planning Commission rezone process, most of the owners in this area were spoken to in person by members of a Planning Commission subcommittee.

The northeast parcels are all currently zoned General Commercial and have been for decades. There has been no development of any of these properties over those same decades. In fact, the only property that had a general commercial use abandoned the use decades ago and has been empty since. These parcels are also large, ranging from 13,000 to 57,000+. This area is sandwiched between the golf course on the north and south (Division St. and Petoskey Ave.), R-4 multi-family condominiums on the west and a proposed office/residential development and a restaurant on the east. The Planning Commission believes similar development of condominiums, apartments and or attached single family homes seems ripe for development in this area. With most of these parcels having access from both Petoskey Ave. and Division St., ingress/egress and general traffic circulation works especially well for multi-family residential development.

Lastly, an additional seven parcels that are currently zoned R-2A are being rezoned as with recent approved changes to the R2 zone district and proposed changes to the R1 district that are in front of you tonight, two-family homes will be allowed with similar conditions in both R1 and R2. R2A no longer serves a purpose.

Recommendation:
Motion to set a public hearing for Monday, October 16, 2023 at 6pm in the Council Chambers of City Hall regarding the proposed zoning ordinance amendments related to rezoning of multiple parcels.

Attachments:
1. Rezone notice City Council 10-2

The City of Charlevoix Planning Commission is proposing to rezone the following parcels, full described from R-1 Single Family District to R-2 Single Family District: In the City of Charlevoix, Charlevoix County, Michigan,

1. **510 W. Garfield Ave**. 52-227-001-25: COM AT S1/4 COR SEC 27 T34N R8W TH AL N &S1/4 LI SD SEC NODEG56'18"E 1155.34 FT TO NWLY COR ROBERT & BARBARA TIMMS PROP DESC L242 P475 CX CO R/D FOR POB TH CONTAL SD 1/4 LI N00DEG56'18"E 147.12FT TO SLI GARFIELD AVE TH A S LI GARFIELD AVE S89DEG41'39"E 148FT TH S00DEG56'18"W 147.16FT TO NLY LI SD TIMMS PROP TH AL SD LI N89DEG40'45"W 148FT TO POB BEING PT SW1/4 OF SE1/4 SEC 27 T34N R8W 95SP1094 FROM 227-001-100
2. **508 W. Garfield Ave**. 052-227-001-20: COM AT S1/4 COR SEC 27 T34N R8W TH AL N&S1/4 LI SD SEC N00DEG56'18"E 1155.34FT TO NWLY COR ROBERT & BARBARA TIMMS PROP DESC L242 P475 CX CO R/D TH CONT AL SD 1/4 LI N00DEG56'18"E 147.12FT TO S LI GARFIELD AVE SD PT BEING S00DEG56'18"W 16.5FT OF INTER S1/8 LI WI N&S1/4 LI SD SEC TH AL S LI SD AVE S89DEG41'39"E 148 FT FOR POB TH CONT S89DEG41'39"E 74FT THS00DEG04'11"E 138.69FT TO NLY LI SD TIMMS PROP TH AL SD PROP LI N85DEG11'48"W 47.16FT TH CONTAL SD LI S00DEG41'09"W 12.17FT(RECD AS 11.80FT) TH CONT AL SD LI N89DEG40'45"W 29.43FT TH N00DEG56'18" E 147.16FT TO POB BEING PT OF SW1/4 OF SE1/4 SEC 27 T34N R8W 95SP1094 FROM 227-001-10
3. **601 Sheridan St.** 052-227-001-15: COM AT S 1/4 COR SEC 27 T34N R8W TH AL N&S 1/4 LI SD SEC N00DEG56'18"E 1302.46 FT TO S LI GARFIELD AVE SD PT BEING S00 DEG56'18"W 16.5FT OF INTER OF S 1/8 LI WI N&S 1/4 LI SD SEC TH AL S LI SD AVE S88DEG41'39"E 222FT BEING POB TH CONT AL SD LI S89DEG41'39"E 161.16FT TO NWLY LI NORWOOD RD TH AL SD RD LI S20DEG14'23"W 156.47FT TO NELY COR OF ROBERT & BARBARATIMMS PROP DESC IN L242 P475 CHX CO REC TH AL NLY LI OF SD TIMMS PROP N85DEG11' 48"W 107.23FT TH N00DEG04'11"W 138.69FT TO POB BEING PART OF SW 1/4 OF SE 1/4 SEC 27 T34N R8W PARCEL A 90SP 1189 FROM 227-001-00
4. **602 Sheridan St.** 052-227-009-00: BEG AT PT ON ELY LI OF STATE RD 2 RDS S OF INTERSECTION OF E&W1/8 LI OF SEC 27 T34N R8W WI ELY LI OF STATE RD TH E 84.5FT TH S 120 FT TH W TO ELY LI OF STATE RD TH NELY AL ELY LI OF STATE RD TO POB
5. **603 Sheridan St**. 052-227-002-00: BEG ON THE N&S 1/4 LI SEC 27 T34N R8W 163.5 FT S OF THE S 1/8 LI SD SEC TH E PARA WITH SD S 1/8 LI 177.13 FT TH N PARA WITH SD N&S 1/4 LI 11.8 FT TH SE'LY 154.1 FT TO NW'LY LI OF NORWOOD RD TO A PTE WHICH IS PARA WITH SD S 1/8 LI AND PASSES THRU THE POB TH SW'LY AL SD NW'LY LI OF SD RD 90.28 FT TH NW'LY AT AN ANG OF 81DEG10'53" TO THE RIGHT FROM LAST DESC CRSE 85.40 FT TH SW'LY AT AN ANG OF 13DEG08'06" TO THE LEFT FROM LAST DESC CRSE 217.05 FT TO SD N&S 1/4 LI TH N AL SD 1/4 LI 75FT TO POB BEING PT OF SW 1/4 OF SE 1/4 SEC 27 T34N R8W PREVIOUSLY DESCRIBED AS: BEG ON N&S1/4 LI SEC 27 T34N R8W 163.5FTS OF S1/8 LI SD SEC TH E PARA WI S1/8 LI 177.13 FT TH N PARA WI SD N&S1/4 LI 11.8FT TH SELY 154.1 FT TO NWLY LI NORWOOD RD SD ST BEING ON LI WHICH IS PARA WI SDS1/8 LI & WHICH PASSES THRU POB TH SWLY AL NWLY LI SD RD TO INTER WI S LI OF N 492 FT OF SW1/4 OF SE1/4 SD SEC BEING ONN LI OF FORMER EARL MILLER PROP TH WLY AL NLY LI SD MILLER PROP TO SD N&S1/4 LI TH NLY AL SD 1/4 LI TO POB BEING PT OF SW1/4 OF SE1/4 SEC 27-34-8
6. **604 Sheridan St.** 052-227-011-00: N 60 FT OF FOLLOWING:COM 5 RDS & 2 FT E & 153 FT S OF INTER OF E&W1/8 LI SEC 27 T34N R8W WI E LI OF EMMET & GRAND TRAV STATE RD TH S 120 FT TO N LI OF ROBINSONAVE CLARKS ADD IF EXTEND TH DUE W TO E LI OF E> STATE RD TH NELY AL E LI SD STATE RD TO PT DUE W OF POB TH E TO POB BEING PT OF SW1/4 OF SE1/4 SEC 27-34-8
7. **605 Sheridan St**. 052-227-003-00: BEG ON THE N&S 1/4 LI SEC 27 T34N R8W 163.5 FT S OF THE S 1/8 LI SD SEC TH E PARA WITH SD S 1/8 LI 177.13 FT TH N PARA WITH SD N&S 1/4 LI 11.8 FT TH SE'LY 154.1 FT TO NW'LY LI OF NORWOOD RD TO A PTE WHICH IS PARA WITH SD S 1/8 LI AND PASSES THRU THE POB TH SW'LY AL THE NW'LY OF SD RD TO ITS INTER W/ THE S LI OF THE N 492 FT TO THE SW 1/4 OF SE 1/4 SD SEC BEING THE N LI OF THE FORMER EARL W MILLER PROP TH W'LY AL THE N'LY LI OF SD MILLER PROP TO SD N & S 1/4 LI TH N'LY AL SD 1/4 LI TO POB BEING PT OF THE SW 1/4 OF SE 1/4 SEC 27 T34N R8W EXC BEG ON THE N&S 1/4 LI SEC 27 T34N R8W 163.5 FT S OF THE S 1/8 LI SD SEC TH E PARA WITH SD S 1/8 LI 177.13 FT TH N PARA WITH SD N&S 1/4 LI 11.8 FT TH SE'LY 154.1 FT TO NW'LY LI OF NORWOOD RD TO A PTE WHICH IS PARA WITH SD S 1/8 LI AND PASSES THRU THE POB TH SW'LY AL SD NW'LY LI OF SD RD 90.28 FT TH NW'LY AT AN ANG OF 81DEG10'53" TO THE RIGHT FROM LAST DESC CRSE 85.40 FT TH SW'LY AT AN ANG OF 13DEG08'06" TO THE LEFT FROM LAST DESC CRSE 217.05 FT TO SD N&S 1/4 LI TH N AL SD 1/4 LI 75FT TO POB BEING PT OF SW 1/4 OF SE 1/4 SEC 27 T34N R8W PREVIOUISLY DESCRIBED AS: BEG 235.5 FT S OF NW COR OF S1/2 SE1/4 SEC 27 T34N R8W TH S 256.5 FT TH E TO WLY LI OF STATE RD TH NELY AL STATE RD TO PT E OF PT OF POB TH W TO POB PT SEC 27-34-8
8. **608 Sheridan St.** 052-227-010-00: BEG 84.5 FT E & 153 FT S INTERSECTION E&W1/8 LI SEC 27 T34N R8W WI ELY LI STATE RD S 120 FT W TO ELY LI RD NELY ALG RD TO PT W OF POB E TO POB EX:N 60FT
9. **610 Sheridan St**. 052-227-012-00: BEG 84.5 FT E & 273 FT S INTERSECTION E &W1/8 LI SEC 27 T34N R8W WI ELY LI STATE RD TH S 233.5 FT TH W TO ELY LI SD RD THNELY AL SD RD TO PT W OF POB TH E TO POB
10. **611 Sheridan St**. 052-227-005-00: COM AT A PT 40 RDS N OF SW COR OF S1/2 OF SE1/4 SEC 27 T34N R8W TH E 16 RDS TH N 10 RDS TH W 16 RDS TH S AL 1/4 LI TO POB EX:THAT PT LYING ELY OF NORWOOD RD
11. **612 Sheridan St**. 052-227-012-15: COM ON E LI EMMET GRAND TRAV STATE RD 2 RDS S FRM PT WHERE E&W1/8 LI INTER SD STATE RD IN S1/2 OF SE1/4 SEC 27 T34N R8W TH E 5 RDS 2FT TH S 548.5FT TH W132.5FT FOR POB TH N9DEG16'30"E 75.99FT TH W 120.25FT M/L TO E LI SD RD TH SLY AL SD RD 79.14FT TO PT W OF POB TH E 132.5FT M/L TO POB BEING PT S1/2 OF SE1/4 SEC 27-34-8 ALSO BEG AT A PT 660FT N & 264FT E OF SW COR OF SE1/4 SEC 27 T34N R8W TH N TO E LI STATE RD TH SWLY AL E LI SD RD TO A PT W OF POB TH E TO POB ALSO BEG 672.5FT N & 264FT E OF SW COR OF SE1/4 SEC 27-34-8 TH E 99FT TH N 66FT TH W 99FT TH S 66FT TO POB PT OF SW1/4 OF SE1/4 SEC 27-34-8 COMBINATION on 03/22/2004 from 052-227-004-20, 052-227-012-10
12. **000 Whitley St**. 052-227-012-20: COM ON E LI EMMET-GRAND TRAV STATE RD 2 RDS S FRM PT WHERE E&W 1/8 LI INTER SD RD IN S 1/2 OF SE 1/4 SEC 27 T34N R8W TH E 5 RDS 2 FT TH S 473.5 FT FOR POB TH CONT S 75 FT TH W 132.5 FT TH N9 DEG 16'30"E 75.99 FT TH E 120.25 FT M/L TO POB BEING PART OF S 1/2 OF SE 1/4 SEC 27-34-8.

13. **819 Whitley St**. 052-227-013-00: BEG 536 FT E & 640.5 FT N SW COR SE1/4 SEC 27 T34N R8W N 98 FT W 173 FT S 66 FT W 99 FT S 12.5 FT W TO SE'LY LI STATE RD SWLY ALG RD TO PT W OF BEG E TO BEG PT SEC 27-34-8.
14. **000 Sheridan St**. 052-227-006-00: BEG 660 FT S OF NW COR S1/2 SE1/4 SEC 27T34N R8W TH S 198 FT TH E TO WLY LI STATE RD TH NELY AL STATE RD TO PT E OF POB TH W TO POB PT SEC 27-34-8
15. **621 Sheridan St.** 052-227-008-00: BEG AT A PT ON N & S 1/4 LI 28 RDS N OF SW COR OF S 1/2 OF SE 1/4 TH E TO W LI OF STATE RD TH SW'LY AL W LI OF SD RD 100 FT TH W TO N & S 1/4 LI TH N TO POB BEING PT OF S 1/2 OF SE 1/4 SEC 27-34-8.
16. **000 Sheridan St**. 052-227-007-00: SEC 27 T34N R8W COM 28 RDS N OF SW COR OF S 1/2 OF SE 1/4 S ON 1/4 LI TO W LI O OF STATE RD NE AL W LI DUE E OF BEGW TO BEG EX: BEG AT PT ON N & S 1/4 LI 28 RD N OF SW COR S 1/2 OF SE 1/4 TH E TO W LI OF STATE RD TH SW'LY AL W LI OF SD RD 100 FT TH W TO N & S 1/4 LI TH N TO POB BEING PT OF S 1/2 OF SE 1/4 27-34-8.
17. **107 Stover Rd 052-**335-050-00 COM AT INTER OF MAY & STOVER MAY BEING ON W1/8 LI OF SEC 35 T34N R8W W ALG C/L STOVER 244 FT BEING POB CONT W ALG SD RD102.5FT TO SW COR FRED DECASTRO PROP N ALG W LI DECASTRO PROPERTY 315 FT E PARASTOVER TO PT 244 FT W C/L MAY ST TO POB PT SW1/4 OF NW1/4 SEC 35-34-8 SUB TO R/WOF STOVER RD

The City of Charlevoix Planning Commission is proposing to rezone the following parcels, full described from (GC) General commercial to R-4 Multi Family District: In the City of Charlevoix, Charlevoix County, Michigan,

1. **743 Petoskey Ave** 052-123-075-00: BEG 840.4 FT W E1/4 COR SEC 23 T34N R8W W ON 1/4 LI 138 FT S TO N LI PETOSKEY AVE ELY ON SD AVE TO PT S OF POB N TO POB PT N1/2 SE1/4 SEC 23 T34N R8W; NOW MORE PARTICULARLY DESCRIBED AS: COM AT WELL BOX @ E.K. ROBINSON'S (COUNTY SURVEYOR) POSITION OF THE E1/4 COR SEC 23 T34N R8W TH AL E.K. ROBINSON'S E&W1/4 LI SD SEC N89DEG55'52"W 842.82FT (RECD AS 840.4FT & MEAS 840.60FT FROM DC NETTLETON'S DEPUTY COUNTY SURVEYOR, E1/4 COR) FOR POB TH S00DEG05'02"W (RECD AS S) 31.90FT TH CONT S00DEG05'02"W (RECD AS S) 1.10FT TO S LI DIVISION ST TH CONT S00DEG05'01"W (RECD AS S) 382.66FT TO N LI PETOSKEY AVE TH AL SD AVE LI S69DEG01'16"W 147.88FT TO E LI CITY OF CHARLEVOIX PROP TH AL E LI SD CITY'S PROP N00DEG05'01"E (RECD AS N) 435.77FT TO S RD LI TH CONT N00DEG05'01"E (RECD AS N) 33FT TO SD ROBINSON'S 1/4 LI TH AL E&W1/4 LI S89DEG55'52"E 138FT TO POB BEING PT NE1/4 OF SE1/4 SEC 23-34-8

2. **745 Petoskey Ave** 052-123-076-00: COM 737.9FT W E1/4 COR SEC 23 T34N R8W S0DEG09'E 406.8FT TO C/L PETOSKEY AVE S69DEG 06'W ON PETOSKEY AVE 108.55FT N0DEG17'W 445.5FT TO E&W 1/4 LI E ON 1/4LI 102.5FTTO POB PT NE1/4 OF SE1/4

3. **747 Petoskey Ave** 052-123-077-00: COM AT A PT 737.9 FT W OF E1/4 POST SEC 23 T34N R8W TH S0DEG09'E 406.8 FT TO C/L PETOSKEY AVE TH N69DEG06'E AL SD C/L 59.2 FT TH N 406 FT TH W AL 1/4 LI SEC 23 56 FT TO POB ALSO DESC AS: BEG AT A PT 684.09FT W OF 1/4 POST BETWEEN SEC 23&24 S 384.12FT TO C/L OF PETOSKEY AVE TH SW'LY AL C/L OF PETOSKEY AVE 59.20FT TH N TO 1/4 LI TH E 56.00FT TO POB BEING PT OF N 1/2 OF SE 1/4 OF SEC 23 T34N R8W

4. **680 Division Street** 052-123-079-10: COM AT THE E 1/4 COR OF SEC 23 T34N R8W TH AL THE E-W 1/4 LI OF SD SEC N89°26'22"W 600.19 FT TO A PT IN THE C\L OF DIVISION ST BEING THE POB TH CONT AL SD 1/4 LI N89°26'22"W 81.74 FT TH S00°29'50"W 32.93 FT TO A 1 INCH PIPE ON THE S LI OF SD ST TH CONT S00°29'50"W 142.88 FT TO A 1 INCH PIPE TH S89°24'59"E 66.73 FT TO A 1 INCH PIPE TH CONT S89°24'59"E 15.68 FT TO A 1/2" IR ROD TH N00°16'58"E 142.96 FT TO A 1/2" IR ROD ON THE S LI OF SD ST TH CONT N00°16'58"E 32.89 FT TO THE POB BEING A PT OF THE NE 1/4 OF THE SE 1/4 OF SEC 23 T34N R8W AND CONT 0.331 A COMBINED ON 12/09/2022 FROM 052-123-079-00 & PT OF 052-123-080-00

5. **755 Petoskey Ave** 052-123-080-10: COM AT THE E 1/4 COR OF SEC 23 T34N R8W TH AL THE E-W 1/4 LI OF SD SEC N89°26'22"W 489.99 FT (REC AS 490.05 FT) TO A PT IN THE C\L OF DIVISION ST BEING THE POB TH CONT N89°26'22"W 110.20 FT TH S00°16'58"W 32.89 FT TO A 1/2" IR ROD ON THE S LI OF DIVISION ST TH CONT S00°16'58"W 287.44 FT TO A PK NAIL ON THE N LI OF PETOSKEY AVE (US-31) TH CONT S00°16'58"W 32.16 FT TO THE C\L OF SD AVE TH AL THE C\L OF SD AVE N69°55'01"E 116.29 FT TH N00°30'04"E 33.14 FT TO A 1/2" IR ROD ON THE N LI OF SD AVE TH CONT N00°30'04"E 245.42 FT TO A 1/2" SQUARE BAR ON THE S LI OF SD ST TH CONT N00°30'04"E 32.93 FT TO THE POB BEING A PT OF THE NE 1/4 OF THE SE 1/4 OF SEC 23 T34N R8W AND CONT 0.835 A SPLIT ON 12/09/2022 FROM 052-123-080-00

The City of Charlevoix Planning Commission is proposing to rezone the following parcels, full described from (R-2A) Residential to R-1 Residential District: In the City of Charlevoix, Charlevoix County, Michigan,

1. **106 Dixon Ave.** E 052-126-037-15: BEG AT PT ON S LI OF DIXON AVE 294.5FT E OF E LI OF MICH AVE TH CONT E AL SD DIXON AVE 74.5FT TH S 198FT TH W 74.5FT TH N11DEG17'50"E 53.45FT TH N7DEG57'W 56FT TH N1DEG43'58"W 90.16FT TO POB BEING PT GOV LOT 2 SEC 26-34-8 .321A 97SP0996 FROM 126-037-00

2. **106 Dixon Ave.** E 052-126-037-10: BEG AT PT ON S LI OF DIXON AVE 220 FT E OF E LI OF MICH AVE TH S 198FT TH E 74.5 TH N11DEG17'50"E 53.45FT TH N7DEG57'W 56FT TH N1DEG43'58"W 90.16FT TO S LI OF DIXON AVE TH AL SD DIXON AVE W 74.5FT TOPOB BEING PT GOV LOT 2 SEC 26-34-8 .356A 97SP0996 FROM 126-037-00

3. **304 Michigan Avenue** 052-153-001-00: LOTS 1 & 2 OF BLOCK 3 OF DIXONS ADDITION

4. **1032 May Street** 052-335-062-20 87SP/COMB 335-062-10/335-062-00 PT OF SE 1/4 OF NW 1/4 OF SEC 35 T34N R8W DESC AS COM AT INTERS C/L MAY ST & STOVER RD IN CITY OF CX TH E AL C/L OF SD STOVER RD 238.37 FT TH N 269.94 FT THW 238.37 FT TO C/L OF SD MAY ST TH S ON C/L OF SD MAY ST 269.94 FT TO POB EX: COM AT 5/8 IN BAR AT W 1/4 COR OF SEC 35-34-8 TH N 0DEG 49'24"W AL W LI OF SD SEC 1229.33 FT TH N 89DEG 42'35"E 1320.49 FT TO W1/8 LI OF SD SEC TH S 0DEG 49'59" E 411.6 FT TO PT IN C/L OF MAY ST HAVINGBEEN RECD AS 27.78 CHS S OF N LI OF SD SEC BEING POB OF DESC TH N 89DEG 41'16"E 238.2 FT (RECD AS E 238.37 FT) TO A T-IR ST TH S 0DEG 51'12"E 9RECD AS S) 100 FT TO 1/2 IN ROD TH S 89DEG 41'16-"W 238.24 FT TO SD W 1/8 LI TH N 0DEG 49'59"W (RECD AS N) AL SD 1/8 LINES & AL C/L OF SD RD 100 FT TO POB BEING PT OF SE 1/4 OF NW 1/4 SEC 35-34-8.

The City of Charlevoix Planning Commission is proposing to rezone the following parcels, full described from (R-2A) Residential to R-2 Residential District: In the City of Charlevoix, Charlevoix County, Michigan,

1. **305 & 307 Crain Street** 052-280-045-00: R2 WESTPORT LOTS 45 & 48
2. **107 Stover Rd** 052-335-050-00: COM AT INTER OF MAY & STOVER MAY BEING ON W1/8 LI OF SEC 35 T34N R8W W ALG C/L STOVER 244 FT BEING POB CONT W ALG SD RD102.5FT TO SW COR FRED DECASTRO PROP N ALG W LI DECASTRO PROPERTY 315 FT E PARASTOVER TO PT 244 FT W C/L MAY ST TO POB PT SW1/4 OF NW1/4 SEC 35-34-8 SUB TO R/WOF STOVER RD

Charlevoix City Council

All Other Actions and Requests

Title: Marina Rules and Regulations
Date: October 2, 2023

Presented By: Kent Knorr, Recreation Director

Background:
The Charlevoix City Code § 94.06 authorizes the City Council to adopt suitable rules and regulations for the control, management, and operation of all municipal docks. In addition to fee schedules which are published at least annually, this document and subsequent amendments shall direct the functioning and management of the marina and other docks of the City.

With recent changes to the reservation system in which we have gone slip specific for all boaters, added a 45-day stay, and increased requests from boating groups to hold special events, it seems an appropriate time to bring forth clarification of rules and regulations for the marina. The focus of these rules and regulations is in three specific areas of our operations: reservations and slip assignments, day dock usage, and general rules on the docks. The proposed rules and regulations align with City Ordinance chapter 94, sections 94.01 to 94.09 which are specific to Charlevoix Harbor. The proposed rules and regulations have been reviewed by our City Attorney, Scott Howard.

Additionally, we have created a City Marina Event Policy and planning sheet, similar to the Special Event Policy used by the City. Because of the time involved in blocking slips for these events, we are suggesting a non-refundable charge, ranging from $100 to $300, to apply for an event at the Marina. Smaller events would be reviewed by the Harbor Master and the Recreation Director. Events that have a larger impact on the Marina as well as other City resources may require approval of additional City Staff and the City Council.

Recommendation:
Motion to approve the Marina Rules and Regulations as presented.
Motion to approve the Marina Event Policy and application as presented.

Attachments:
1. Marina Rules and Regualtions 2023
2. City Marina Event Policy 2024
3. City Marina Event Application

Charlevoix City Marina

Rules and Regulations

The Charlevoix City Code § 94.06 authorizes the City Council to adopt suitable rules and regulations for the control, management, and operation of all municipal docks. In addition to fee schedules which are published at least annually, this document and subsequent amendments shall direct the functioning and management of the marina and other docks of the City.

A. Compliance with all state and federal laws

Use of the Charlevoix City Marina will comply with all state and federal laws. Boaters must follow all directives of law enforcement, operate vessels in accord with local ordinances, and observe posted notices and directions. For information regarding State of Michigan Boater Laws, visit https://www.michigan.gov/dnr/things-to-do/boating/rules-and-regs

B. Reservations and Slips

No person shall moor a vessel at a slip without first obtaining an official permit and assignment from the Harbormaster or his/her designee. A fee shall be charged from opening day through October 15th each year. Annually, the City Council shall determine the opening date, fees, and other charges described herein. Daily fees include usage of assigned dock, access to the Harbormaster Building, and the services of water, electricity, and garbage collection.

1. The slips are numbered and in accordance with the berthing spaces as shown on the marina map.
    a. Reservations may be made up to 180 days in advance of arrival date, subject to the Michigan DNR rules.
    b. Advanced reservations are made via the DNR call center or DNR website https://midnrreservations.com/ .
    c. Same-day reservations are made directly with marina staff who are available to assist in the reservation process. For general questions, or more information on docking facilities, contact the Harbormaster at 231-547-3272 during the boating season. For those on the water, the marina monitors VHF channel 09
2. Docking in an unassigned reserved slip is strictly prohibited.
3. Only one boat per slip reservation.
4. Rafting only at the direction or the approval of the Harbormaster.
5. Boaters are advised to use radio channel 9 to contact the marina when approaching the harbor for additional instructions and confirmation of slip assignment.
6. The rate per night is dependent on the overall length of the boat. (Failure to report the correct length of your boat may result in the termination of your reservation upon arrival and/or additional fees.)

7. Daily Check In is at 1:00 PM. Check out is 11:00 AM.
8. The City of Charlevoix City Council has two commercial slips that are selected through a formal process. All remaining slips are only to be used for private, recreational purposes and commercial operations are strictly prohibited.
9. Boaters arriving after office hours on your check-in date must contact the marina office one hour before closing on the day of arrival for any additional instructions. Office hours will be posted and updated on the marina website.
10. The duration of the permit is limited to a maximum of 7 days during July and August. In other months of operation, the Harbormaster may allow extensions if they determine there is availability. Permit extensions are not guaranteed and can only be granted after incoming reservation have been assigned.
11. Due to high demand, slip availability may be very limited throughout the summer months. All assignments are slip specific and determined at the time of booking.
12. With the approval of the City Council, some special events will result in on-line reservations being blocked. Currently this is limited to the Trout Tournament and the Venetian Festival.
13. The Trout Tournament Director will provide eligible boaters with a code and instructions for contacting the Charlevoix City Marina for reservations and slip assignments.
14. Charlevoix Venetian Festival slip reservations may be made by sending an email to the Charlevoix City Marina at marina@charlevoixmi.gov on July 1st at 8am EDT. Boats will be assigned by the Harbormaster based on the order received and slip availability. Include name of boat, boat length and contact information. All boaters who are selected for a slip, will be required to fill out the Venetian Slip Agreement and return it via email or drop-off at the marina office prior to being assigned a slip. Annually, some slips will be set aside for donors to the festival.
15. Seasonal and commercial slips will be assigned by the Harbormaster.
16. The Harbormaster is authorized to change the vessel slip assignment.
17. No permit or fee shall be required of government vessels (i.e. DNR Vessels, Coast Guard, law enforcement) when slips are available. Availability and slip assignment will be determined by the Harbormaster.

C. *General Rules on the Docks*

1. All vessels shall be operated at no-wake speeds within the marina.
2. No riding of bikes, scooters, or other types of coaster toys on the docks.
3. No grilling on the docks. Grilling is permitted onboard vessels with proper equipment and while under supervision. The Marina also has a grill available for boaters to use during their stay.
4. Quiet time is from 11:00 PM to 7:00 AM
5. No swimming, diving, or entering the water is permitted from piers or vessels. Entering the water within the marina is extremely dangerous due to numerous factors, including but not limited to rotating propellers, moving vessels, potential electric current and difficult visibility around piers.
6. Major repairs and maintenance are prohibited (including painting, sanding, power washing and extensive engine work). Only nontoxic, phosphate-free, biodegradable soap may be used to wash vessels and equipment.
7. Vessel owners shall keep finger piers free of refuse, debris, and accessories.
8. Pets must be under immediate control and on a leash not exceeding six feet in length. Owners must pick up and dispose of pet waste.
9. Electrical outlets are not to be used to operate power tools, equipment, machinery, or similar devices without permission from Marina Staff.

10. Electric pedestals operate to current standards; vessel owners are responsible to ensure compliance with this standard.
11. Fishing is only allowed in designated areas in the marina. Fishing is not allowed where vessels are docked. Fish waste must be properly bagged and disposed of into the provided containers.
12. Parking permits are available from marina staff during registration. The only parking designated for marina guests is clearly marked and available off Mason Street near the library. It is the driver's responsibility to ensure they are parked properly and always displaying a permit. The marina is not responsible for fines, fees, and citations from improperly parked vehicles.

D. Day Dock Rules and Regulations

The marina has a limited number of day docks, and they are labeled as "Day Docks". Vessels wishing to use these should contact the Harbormaster at 231-547-3272 or radio channel 9. There is no fee to use the day docks and they are available on a first come, first served basis.

1. Usage of day docks is limited to two hours.
2. Overnight dockage is not permitted at the day docks. Berthing hours of the day dock is between 7:00 AM and 11:00 PM
3. Day visitors that moor in a reserved slip are subject to tickets and fines up to $15 for each occurrence.
4. Commercial vessels may not utilize the day docks for business purposes of loading or unloading passengers.

City Marina Event Policy

This policy is used as a guide to manage event requests and traditional uses of the Marina. Charlevoix City Marina is one of the busiest marinas in the State of Michigan. From mid-June until mid-August (peak season) the Marina is at full capacity and events requests will always be challenging to accommodate.

In deciding whether to approve the application, the Charlevoix Recreation Department shall consider the following when reviewing an application:

1. Time of year. Shoulder seasons, before June 15th and after August 15th are highly recommended for group holds (when we would be most likely to be able to black out slips for an event).

2. Availability of space requested.

3. Will the proposed event likely conflict with or detract from any other previously scheduled event taking place at the marina or in the city?

4. How will the proposed event restrict the use of the Marina?

5. Are there any safety and/or security needs related to event and how do organizers plan to address those?

6. Duration of the event (number of hours or days).

7. Accommodations requested (additional staffing, picnic tables, extra trash cans) and how organizers plan to address those.

8. If the proposed event is sponsored by a non-profit entity, organizers should submit proof of the non-profit status at the time of application.

9. Proof of insurance or indemnification agreement listing the “City of Charlevoix” as an additional insured may be required prior to final approval.

Requesting an Event:

1. Applications should be submitted at least 7 months before the event to allow for staff review and to ensure that slips are blocked for your event. The sooner the better!

2. Please submit a non-refundable application fee of $100.00 for **low impact** events requests of 10 slips or less. $200 for **high impact** events of 11 to 20 slips and $300 for **large** events requesting 21 slips or more.

3. Submit application to:

   Harbormaster Denny McDermott at dennym@charlevoixmi.gov
   Or Mail
   Charlevoix City Hall
   210 State Street
   Charlevoix MI, 49720
   Attention: Harbormaster, Denny McDermott

4. Additional information may be required to properly evaluate the proposed use.

Approvals:

1. Low impact events can be approved by The Harbormaster

2. High Impact events must be approved by Recreation Director

3. Large events that require outside support or require additional resources from City staff may require appropriate approvals from City staff and City Council.

CHARLEVOIX
RECREATION

City Marina Event Application

Name of proposed event: _____

Dates of proposed use: _____**Time of proposed use:** Start _____ End _____

Total number of expected boats: _____

Proposed boat lengths.

1-33'_____ **34-46'**_____ **47-80'**_____

Required a non-refundable administrative application fee must accompany the event application:

1-10 boats $100 **11-20 boats $200** **21 or more boats $300**

Proposed Event:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Additional requests from Harbor staff or amenities needed

_____

_____

_____

CONTACT INFORMATION

Applicant Name: _____ **Organization:** _____

Email Address (required): _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone Number: _____ **Cell Number** (day of event): _____

_____ _____

Signature of Applicant **Date**

Submit application to:
Harbormaster Denny McDermott at dennym@charlevoixmi.gov
Or Mail
Charlevoix City Hall
210 State Street
Charlevoix MI, 49720
Attention: Harbormaster, Denny McDermott

Because we are such a busy Marina, we strongly suggest that event planners submit application at least 7 months prior to event for consideration. Contact the Marina at 231-547-3272 or Charlevoix Recreation Department at 231-547-3253 with any questions.

OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

_____ _____ _____ _____

Harbormaster **Date** **Recreation Director** **Date**

☐ Approved ☐ Denied ☐ Approved ☐ Denied

Comments

_____

_____

_____

_____

Application Fee: _____ **Receipt No.:** _____ **Date:** _____

Charlevoix City Council

All Other Actions and Requests

Title: Marina Fees and Rates
Date: October 2, 2023

Presented By: Kent Knorr, Recreation Director

Background:
Annually, we must submit to the Department of Natural Resources our proposed fees for the following year. These fees typically are adjusted to align with fee tables as set by the State of Michigan. The tiers as set by the state have not had any increases assigned to them this year. Because of this, we recommend that we move up a tier in each time frame. Incredibly, we continue to see increased demand, especially during our peak season. We are faced with higher operational expenses for staffing as well as both equipment and contractual services. We believe that it would be appropriate to increase dockage fees for the 2024 season. While we expanded services to include 45-day stays and clarified rates for the jet ski and dingy slips, we did not increase rates for 2022 or 2023.

The 45-day stay was very popular this season. We had 12 boaters using this reservation option in the spring and 10 in the fall. We anticipate that additional boaters will request this option in the future. Based on occupancy studies for the pre and post season dates as well as the shoulder season dates, we recommend expanding this program to up to 15 boats for both spring and fall. The advantage to those that elect to enter this program is that they don't have to make multiple reservations during these timeframes in the DNR Central Reservation System. As with the past season, if requests exceed available slips, we will draw applications randomly to determine order.

Recommendation:
Motion to approve the 2024 fees for the Marina as presented.

Motion to increase the number of 45 day stay slips from 12 to 15.

Attachments:
1. 2024 marina proposed rates
2. 2024 City Marina Proposed Rates
3. DNR Transient Rates
4. Marina Special Event Rates for 2024

2023			
Date Schedule Name	**Operating Start Date**	**Operating End Date**	**Transient Rate**
Charlevoix City Marina- rates (all slips)	Mon May 15, 2023	Thu May 25, 2023	**B**
Charlevoix City Marina- rates (all slips)	Fri May 26, 2023	Thu June 22, 2023	**H**
Charlevoix City Marina- rates (all slips)	Fri June 23, 2023	Sun Aug 20, 2023	**I**
Charlevoix City Marina- rates (all slips)	Mon Aug 21, 2023	Sun Sep 6, 2023	**H**
Charlevoix City Marina- rates (all slips)	Mon Sep 7, 2023	Sun Oct 14, 2023	**B**
Charlevoix City Marina- rates (all slips) Thunder	Fri July 7, 2023	Sat July 8, 2023	**J**
Charlevoix City Marina- rates (all slips) Venetian	Wed July 20, 2023	Sat July 23, 2023	**J**

2024 Proposed Rates

Date Schedule Name	Operating Start Date	Operating End Date	Transient Rate
Charlevoix City Marina-rates (all slips)	Mon May 13, 2024	Thu May 23, 2024	C
Charlevoix City Marina-rates (all slips)	Fri May 24, 2024	Thu June 20, 2024	I
Charlevoix City Marina-rates (all slips)	Fri June 21, 2024	Sun Aug 18, 2024	J
Charlevoix City Marina-(rates all slips)	Mon Aug 19, 2024	Sun Sep 8, 2024	I
Charlevoix City Marina-(rates all slips)	Mon Sep 9, 2024	Sun Oct 13, 2024	C
Charlevoix City Marina-rates (all slips) Thunder	Fri July 12, 2024	Sat July 13, 2024	CVX Special
Charlevoix City Marina-rates (all slips) Venetian	Wed July 24, 2024	Sat July 27, 2024	CVX Special

2024 Proposed Rates

Transient Boater Rates:

Pre and Post Season	DNR Tier C
Shoulder Season	DNR Tier I
Prime Season	DNR Tier J
Special Events	Charlevoix Special Event Rate

Seasonal Slip Rates

Seasonal Slips	DNR Tier F multiplied by 156 days.
Seasonal Non-Confirming Slips	$80 per foot
Seasonal Burn Street Dock Slips	$55 per foot
Seasonal Dingy and Jet Ski Slips	$425

45 day extended stay slip holders pay the full rate without discount for the full 45 days.

2023 Transient Rates

Boat Length	A	B	C	D	E	F	G	H	I	J
25	**$19**	**$22**	**$27**	**$31**	**$34**	**$37**	**$40**	**$44**	**$48**	**$52**
26	$20	$23	$28	$32	$35	$38	$42	$46	$49	$54
27	$21	$24	$29	$33	$37	$40	$43	$47	$51	$56
28	$21	$25	$30	$35	$38	$41	$45	$49	$53	$58
29	$22	$26	$31	$36	$39	$43	$46	$51	$55	$60
30	**$23**	**$27**	**$32**	**$37**	**$41**	**$44**	**$48**	**$53**	**$57**	**$62**
31	$24	$28	$33	$38	$42	$46	$50	$54	$59	$64
32	$24	$29	$34	$40	$44	$47	$51	$56	$61	$66
33	$25	$30	$35	$41	$45	$49	$53	$58	$63	$68
34	$26	$31	$36	$42	$46	$50	$54	$60	$65	$70
35	**$27**	**$32**	**$37**	**$43**	**$48**	**$52**	**$56**	**$61**	**$67**	**$72**
36	$27	$32	$38	$45	$49	$53	$58	$63	$68	$74
37	$28	$33	$39	$46	$50	$55	$59	$65	$70	$76
38	$29	$34	$40	$47	$52	$56	$61	$67	$72	$78
39	$30	$35	$41	$48	$53	$58	$62	$68	$74	$80
40	**$30**	**$36**	**$42**	**$50**	**$54**	**$59**	**$64**	**$70**	**$76**	**$82**
41	$31	$37	$43	$51	$56	$61	$66	$72	$78	$84
42	$32	$38	$45	$52	$57	$62	$67	$74	$80	$87
43	$33	$38	$46	$53	$58	$64	$69	$76	$82	$89
44	$33	$40	$47	$55	$60	$65	$70	$77	$84	$91
45	**$34**	**$41**	**$48**	**$56**	**$61**	**$67**	**$72**	**$79**	**$86**	**$93**
46	$35	$41	$49	$57	$63	$68	$74	$81	$87	$95
47	$36	$42	$50	$58	$64	$70	$75	$83	$89	$97
48	$36	$43	$51	$60	$65	$71	$77	$84	$91	$99
49	$37	$44	$52	$61	$67	$73	$78	$86	$93	$101
50	**$38**	**$45**	**$53**	**$62**	**$68**	**$74**	**$80**	**$88**	**$95**	**$103**
51	$39	$46	$54	$63	$69	$75	$82	$89	$97	$105
52	$40	$47	$55	$64	$71	$77	$83	$91	$99	$107
53	$40	$48	$56	$66	$72	$78	$85	$93	$101	$109
54	$41	$49	$57	$67	$73	$80	$86	$95	$103	$111
55	**$42**	**$50**	**$58**	**$68**	**$75**	**$81**	**$88**	**$96**	**$105**	**$113**
56	$43	$50	$59	$69	$76	$83	$90	$98	$106	$115
57	$43	$51	$60	$71	$78	$84	$91	$100	$108	$117
58	$44	$52	$61	$72	$79	$86	$93	$102	$110	$119
59	$45	$53	$63	$73	$80	$87	$94	$103	$112	$122
60	**$46**	**$54**	**$64**	**$74**	**$82**	**$89**	**$96**	**$105**	**$114**	**$124**
61	$46	$55	$65	$76	$83	$90	$98	$107	$116	$126
62	$47	$56	$66	$77	$84	$92	$99	$109	$118	$128
63	$48	$57	$67	$78	$86	$93	$101	$110	$120	$130
64	$49	$58	$68	$79	$87	$95	$102	$112	$122	$132
65	**$49**	**$59**	**$69**	**$81**	**$88**	**$96**	**$104**	**$114**	**$124**	**$134**
66	$50	$59	$70	$82	$90	$98	$106	$116	$126	$136
67	$51	$60	$71	$83	$91	$99	$107	$118	$127	$138
68	$52	$61	$72	$84	$92	$101	$109	$119	$129	$140
69	$52	$62	$73	$86	$94	$102	$110	$121	$131	$142
70	**$53**	**$63**	**$74**	**$87**	**$95**	**$104**	**$112**	**$123**	**$133**	**$144**
71	$54	$64	$75	$88	$97	$105	$114	$124	$135	$146
72	$55	$65	$76	$89	$98	$107	$115	$126	$137	$148
73	$55	$66	$77	$91	$99	$108	$117	$128	$139	$150
74	$56	$67	$78	$92	$101	$110	$118	$130	$141	$152
75ft plus	**0.76/ft**	**0.90/ft**	**1.06/ft**	**1.24/ft**	**1.36/ft**	**1.48/ft**	**1.60/ft**	**1.75/ft**	**1.90/ft**	**2.06/ft**

Proposed 2024 Special Event Rate for Charlevoix City Marina
To be utilized during Boyne Thunder and Venetian Festival

Boat Length	I	J	Chx Special
25	$ 48	$ 52	$ 57
26	$ 49	$ 54	$ 59
27	$ 51	$ 56	$ 61
28	$ 53	$ 58	$ 63
29	$ 55	$ 60	$ 65
30	$ 57	$ 62	$ 67
31	$ 59	$ 64	$ 69
32	$ 61	$ 66	$ 71
33	$ 63	$ 68	$ 73
34	$ 65	$ 70	$ 75
35	$ 67	$ 72	$ 77
36	$ 68	$ 74	$ 79
37	$ 70	$ 76	$ 81
38	$ 72	$ 78	$ 83
39	$ 74	$ 80	$ 85
40	$ 76	$ 82	$ 87
41	$ 78	$ 84	$ 89
42	$ 80	$ 87	$ 93
43	$ 82	$ 89	$ 96
44	$ 84	$ 91	$ 98
45	$ 86	$ 93	$ 100
46	$ 87	$ 95	$ 102
47	$ 89	$ 97	$ 104
48	$ 91	$ 99	$ 106
49	$ 93	$ 101	$ 108
50	$ 95	$ 103	$ 110
51	$ 97	$ 105	$ 112
52	$ 99	$ 107	$ 114
53	$ 101	$ 109	$ 116
54	$ 103	$ 111	$ 118
55	$ 105	$ 113	$ 120
56	$ 106	$ 115	$ 122
57	$ 108	$ 117	$ 124
58	$ 110	$ 119	$ 126
59	$ 112	$ 122	$ 129
60	$ 114	$ 124	$ 134
61	$ 116	$ 126	$ 136
62	$ 118	$ 128	$ 139
63	$ 120	$ 130	$ 141
64	$ 122	$ 132	$ 143
65	$ 124	$ 134	$ 145
66	$ 126	$ 136	$ 147
67	$ 127	$ 138	$ 149
68	$ 129	$ 140	$ 151
69	$ 131	$ 142	$ 153
70	$ 133	$ 144	$ 155
71	$ 135	$ 146	$ 157
72	$ 137	$ 148	$ 159
73	$ 139	$ 150	$ 161
74	$ 141	$ 152	$ 163
75 +	1.90/ft	2.06/ft	2.25/ft

Charlevoix City Council

All Other Actions and Requests

Title: Golf Fees and Rates
Date: October 2, 2023

Presented By: Kent Knorr, Recreation Director

Background:
The upward trajectory that we have seen at the Charlevoix Golf Course continues. We have been recognized this year by Michigan Golf Live as well as the Golf Association of Michigan for the great condition of the course. We have seen a continued increase in play that started 5 years ago. We had more than 10,000 rounds of golf this season and revenue is up nearly 10% from last year. We believe strongly that we are offering one of the best municipal golf experiences anywhere. As the cost of equipment, supplies, and staffing increase, we feel that an increase in green fees and memberships is justified. A comparative look at other courses in the area shows that our daily rate is much lower than the rates of other courses. Additionally, we are looking at adding two new daily rates for next season; College Student rate and a Veteran's rate.

We are also recommending an increase to our membership and punch card rates. The annual membership is by far the most economical purchase for a golfer. If a golfer plays just once a week during the season, they will save money versus paying the daily fee. These rates are also currently lower than all other competitors in the area. The best value for Charlevoix residents is to purchase seasonal memberships or 5 round punch cards.

Recommendation:
Motion to approve rates and fees for the Charlevoix Golf Club as presented.

Attachments:
1. Charlevoix Golf Club Proposed 2024 Rates and Fees
2. golf 23 and 24 comparison

Charlevoix Golf Club Proposed 2024 Rates and Fees		
GREEN FEES		
9 Hole	$25	
9 Hole Veteran and Senior Rate	$20	
4 Hole (holes 1,7,8,9)	$10	
Youth on Course (must have an active YOC #)	$5	
9 Hole Youth	$15	
College or Trade Student(with ID)	$15	NEW
All Day Play	$30	
Wedge Range	$5	
ADDITIONAL FEES		
Pull Cart	$6	
Club Car Walk Behind	$10	
Upper Locker Rental	$40	
Lower Locker Rental	$50	
Golf Club Rental	$20	
PUNCH CARDS		
5 Play punch card (before Memorial day)	$80	
5 Play punch card (after Memorial Day)	$90	
SEASON PASSES		
Single	$425	
Double or Family Membership(single + **one** other family member from same home)	$600	
Senior	$350	
Senior Double	$500	
College Student Pass	$150	NEW

The Recreation Director is authorized to offer sales, specials, and other inducements to account for seasonality and market competitiveness beyond rates above.

Golf Rates and Fees Comparison 2023 and 2024

	2023	2024 Proposed	Notes
GREEN FEES			
9 Hole	$20	$25	
9 Hole Veteran and Senior Rate	$17	$20	
4 Hole (holes 1,7,8,9)	$8	$10	
Youth on Course (must have an active YOC #)	$5	$5	
9 Hole Youth	$12	$15	
College or Trade Student(with ID)	N/A	$15	NEW
All Day Play	$25	$30	
Wedge Range	$5	$5	
ADDITIONAL FEES			
Pull Cart	$5	$6	
Club Car Walk Behind	$10	$10	
Upper Locker Rental	$35	$40	
Lower Locker Rental	$45	$50	
Golf Club Rental	$15	$20	We will be purchasing new clubs
PUNCH CARDS			
5 Play punch card (before Memorial day)	$70	$80	
5 Play punch card (after Memorial Day)	$80	$90	
SEASON PASSES			
Single	$400	$425	
Double or Family Membership(single + **one** other family member from same home)	$550	$600	
Senior (65+)	$325	$350	
Senior Double (65+ same household)	$475	$500	
College Student Pass (Current Student ID required)		$150	NEW

Charlevoix City Council

All Other Actions and Requests

Title: Early Voting Site Agreement with Charlevoix County
Date: October 2, 2023

Presented By: Sarah Dvoracek, City Clerk

Background:
Following the adoption of Proposal 2022-2, Article 2, section 4(m) of the Michigan Constitution now requires each municipality to have at least one early voting site for statewide and federal elections. To achieve that, the following three options are available to municipalities: (1) Entering into a county agreement with the county (and potentially other municipalities) and authorizing the county to conduct early voting; (2) Entering into a municipal agreement and jointly conducting early voting with one or more other municipalities in the same county; or (3) Offering early voting as a single municipality.

The County Clerk has volunteered to host and administer the required nine days of early voting for each unit of government within the County. This is the most economical option for the City. The nine days of early voting would take place in the county building located on Antrim Street, which would be very accessible to our voters. The City will have to provide a total of four election inspectors for at least a 4 hour shift as well as, I will have to work as site supervisor for a shift. Collaborating with the County on this new law will result in substantial savings for the City. The City will have to pay for the wages of our election inspectors; the County is still working on this detail.

This agreement does NOT impact the election scheduled for November 2023.

Recommendation:
Motion to approve the early voting site agreements for Ward 1, 2, and 3 with Charlevoix County.

Attachments:
1. Chx Ward 1 County Agmnt
2. Chx Ward 2 County Agmnt
3. Chx Ward 3 County Agmnt

AGREEMENT FOR ELECTION SERVICES
BETWEEN CHARLEVOIX COUNTY AND CITY OF CHARLEVOIX

This County Early Voting Site Agreement (the "Agreement") is made between Charlevoix County, 203 Antrim Street, Charlevoix, MI 49720 and City of Charlevoix, 210 State Street, Charlevoix, MI 49720. In this Agreement, the county and each municipality will be represented by their respective clerk in their official capacity.

PURPOSE OF THE AGREEMENT. The county and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating a joint early voting site.

Name of county
Charlevoix County, 203 Antrim Street, Charlevoix, MI 49720

Name of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Charlevoix Ward 1	1	740

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
   - **1.1** **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
   - **1.2** **Coordinator** means the individual appointed by the county clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
   - **1.3** **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an early voting plan are described in MCL 168.720h(3).
   - **1.4** **Election Services** encompasses the following individual Election Services provided by the county or either municipality's Elections Division, if applicable:
     Administration and oversight of In-person Early Voting Site
   - **1.5** **Legislative Body of the Municipality** means the city or township council elected or appointed and serving in the municipality.
   - **1.6** **Municipality** means any participating municipality, which are entities created by state or local authority or which are primarily funded by or through state or local authority, including, but not limited to, their council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

1.7 **QVF** means the Qualified Voter File as described in MCL 168.509m.

1.8 **QVF Controller** means the individual appointed by the county clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.

1.9 **Site Supervisor** means the participating municipal clerk or a member of the county clerk's staff who shall act as supervisor for each day of early voting. The county clerk may appoint a different participating municipal clerk or member of the county clerk's staff to act as a supervisor for different days of early voting.

2. PARTIES TO AN AGREEMENT.

2.1 An Agreement may be entered into between one or more municipalities wholly or partially located within the same county and the county clerk of that county.

2.2 A municipality located in multiple counties can only enter into an Agreement with one of the counties in which the municipality is located.

3. SCOPE OF THE AGREEMENT.

3.1 The parties must decide among themselves and include in the Agreement the elections to which the Agreement applies. Early voting must be provided for all statewide and federal elections, but parties may extend early voting to non-statewide elections at their discretion.

4. COORDINATOR.

4.1 Julia A. Drost will serve as coordinator of the joint early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.

4.1.1 In the event that that coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.

4.2 If the coordinator becomes unavailable for any reason, the role will be filled in one of the following ways, as determined by the parties upon execution of this Agreement:

4.2.1 The county clerk will appoint the new coordinator.

4.2.2 Kim Kaminski as backup coordinator, would assume the responsibilities of coordinator. If the backup coordinator is unavailable for any reason, the county clerk will appoint the new coordinator.

5. QVF CONTROLLER.

5.1 Julia A. Drost will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement. The QVF controller must meet the security requirements of a QVF user. The QVF controller can be the same as the coordinator as long as the appropriate QVF training is completed.

6. APPROVAL OF EARLY VOTING SITES.

6.1 Pursuant to MCL 168.662, the county clerk, after consulting the participating municipal clerks, must submit each early voting site location to the board of county election commissioners for approval.

6.2 Each early voting site may serve all electors covered by the county Agreement, the electors in specific municipalities, the electors of one municipality, or any combination of these options, as long as each elector in the county is served by one or more early voting sites.

7. APPOINTMENT OF ELECTION INSPECTORS.

7.1 The board of county election commissioners is responsible for the appointment of election inspectors.

7.2 At least 31 days before each statewide and federal election, the board will appoint for each early voting site at least 3 election inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.

7.3 The board will further designate one appointed election inspector from each early voting site as chairperson.

7.4 The selection of election inspectors will be governed by MCL 168.674.

8. APPROVAL OF EARLY VOTING HOURS.

8.1 Prior to the submission of an Agreement or early voting plan, the county clerk and the clerks of the participating municipalities will do all of the following:

8.1.1 For the nine early voting days guaranteed by the Constitution, decide among themselves the hours that early voting will be provided at the approved joint early voting site or sites and include those hours in this Agreement.

8.1.2 For any dates or hours beyond the dates and hours guaranteed by the Constitution, the county clerk may set hours without regard to the required hours for early voting on the nine required days of early voting and include those days and hours in this Agreement.

8.1.3 Days and hours specified in this Agreement apply only to statewide and federal elections.

9. NOTICE OF EARLY VOTING HOURS.

9.1 Not less than 45 days before Election Day, the county clerk and the clerk of each participating municipality will give public notice of the dates and hours for early voting at the joint early voting site or sites by posting of the notice on the county's and each municipality's website and any other publication or posting the clerk considers advisable.

10. BUDGET AND COST SHARING.

10.1 Prior to the submission of an Agreement or early voting plan, the county clerk and the clerks of the participating municipalities will produce a proposal for the early voting budget and cost sharing and chargeback procedures and enter the terms here.

10.2 Charlevoix County will be fiscally responsible for all items related to the administration of the county early voting site. Clerks of the participating municipalities will be responsible for selection and coordination of at least three election inspectors (1 republican & 1 democrat for a minimum of 4 hours) and 1 eligible Chairperson for a minimum of 8 hours. The site supervisor will oversee the early voting site. The county clerk may appoint a different participating municipal clerk or member of the county clerk's staff to act as a supervisor for different days of early voting. Participating municipalities will be billed equally by Charlevoix County for payment of all costs related to the 9 consecutive days performance of election inspectors and chairpersons at the Early Voting Site, including election day closing of the polls and canvassing of early vote returns at the Early Voting Site.

11. STAFFING AND SUPERVISION

11.1 The coordinator is responsible for ensuring adequate staffing and supervision at early voting sites including selection of the site supervisor who oversees a specific early voting site(s).

11.2 The site supervisor, Julia A. Drost, shall operate in the same manner and have the same authority as a municipal clerk who operates in an election day polling place.

11.3 The site supervisors for early voting sites must be listed in the attached Exhibit B.

12. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

12.1 Prior to the submission of the Early Voting Plan, the county clerk and the clerks of the participating municipalities will do all of the following:

12.1.1 Determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at each early voting site.

12.1.2 Determine whether the county or a municipality will provide the tabulators and early voting poll book laptops or other voting equipment.

12.2 The board of county election commissioners will be responsible for conducting testing of the electronic voting equipment.

12.3 The coordinator will be responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.

12.3.1 If the coordinator is not a clerk, the county clerk and the clerks of the participating municipalities must decide among themselves which clerk is responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.

12.4 Tabulators and early voting poll book laptops used at each joint early voting site must be configured in one of the ways set forth in MCL 168.720j(5).

13. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY

13.1 During Early Voting, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(8) and 720j(9) and any instructions issued by the Secretary of State

13.2 During Early Voting, the coordinator must ensure that specified election materials are secured in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.

13.3 At the conclusion of Election Day, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(11) and any instructions issued by the Secretary of State.

14. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS

14.1 The board of county election commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the county clerk.

14.2 At the conclusion of Election Day, the coordinator must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.

15. EXECUTION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

15.1 A county Early Voting Site Agreement must be finalized and signed by the participating county and all municipalities:

15.1.1 No later than 125 days before the first regularly scheduled statewide or federal election in each even numbered year.

15.1.2 No later than 90 days before a special statewide or federal election.

16. EARLY VOTING PLAN.

16.1 No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator will be responsible for ensuring an early voting plan, attached as Exhibit A, is filed with the county clerk of the county in which the municipalities are located.

17. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

17.1 Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities. This ensures that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

18. DURATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

18.1 This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the county clerk and each participating municipal clerk.

18.2 County and municipalities agree the Agreement will stay in effect with no fixed termination date.

19. CANCELLATION, MODIFICATION, AND TERMINATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

19.1 If the county clerk withdraws from the Agreement for any reason, the Agreement will cease to exist and the clerk of each participating municipality must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided.

19.2 If the parties terminate the Agreement for any reason, the clerk of each participating municipality must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided.

19.3 If a party withdraws from the Agreement for any reason, the clerk of the municipality withdrawing from the Agreement must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided. A party to a municipal Agreement may withdraw from the Agreement by providing at least 30 days' written notice to the other Parties to the Agreement.

19.4 A Party may not withdraw from the Agreement during the period beginning 150 days before the first statewide November election in an even numbered year and ending on the completion of the county canvass for the statewide general November election in that even numbered year.

19.5 If the Agreement covers any elections in addition to statewide and federal elections, a Party may not withdraw from the Agreement during the period beginning 150 days before the election covered under the Agreement and ending on the completion of the county canvass for that election.

_____	_____	_____
Printed name of County Clerk	Signature of County Clerk	Date

_____	_____	_____
Printed name of Clerk	Signature of Clerk	Date

EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator is responsible for ensuring an Early Voting Plan, covering the parties to the County Agreement, is filed with the county clerk of the county.

Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities. This ensures that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Julia A. Drost	County Clerk	drostj@charlevoixcounty.org	231-547-7200

County:

Name of county	Clerk of County
Charlevoix County	Julia A. Drost

Municipality:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Charlevoix Ward 1	Sarah Dvoracek	1	740

Early Voting Location Information:

	Early voting site #1
Location of site	301 State Street, Charlevoix, MI 49720
Municipalities served at site	20
Number of Election Workers at site	4 plus 1 Site Supervisor & 1 Chairperson

Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	**Yes**
Hours for 9 days of Constitutionally-required early voting	**8:30 a.m. to 4:30 p.m.**
How many (if any) additional days of early voting will be provided at this site?	**N/A**
Hours for any additional days of early voting	**N/A**
Is this site ADA compliant?	**Yes**
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	**Yes**

Early Voting Equipment Information:

	Early voting site #1
Number of tabulators at site	**2**
Municipality responsible for providing tabulators	**Charlevoix County**
Number of early voting poll book laptops	**2**
Municipality responsible for providing early voting poll book laptops	**Charlevoix County**
Clerk responsible for taking necessary steps to set up the early voting poll book laptops	**Julia A. Drost**

Describe the communication strategy for informing electors of their opportunity for early voting:

___Information will be posted on the website(s) and at the location(s) of the County Early Voting Site and all participating municipalities, posted in at least two (2) local publications, and in compliance with any other instructions issued by the Secretary of State.

_____

_____

EXHIBIT B: SITE SUPERVISORS

Early Voting Site Supervisors:

	Supervisor at Early voting site #1	Supervisor at Early voting site #2	Supervisor at Early voting site #3
Early Voting Day 1	**Julia A. Drost or Appointed**		
Early Voting Day 2	**Julia A. Drost or Appointed**		
Early Voting Day 3	**Julia A. Drost or Appointed**		
Early Voting Day 4	**Julia A. Drost or Appointed**		
Early Voting Day 5	**Julia A. Drost or Appointed**		
Early Voting Day 6	**Julia A. Drost or Appointed**		
Early Voting Day 7	**Julia A. Drost or Appointed**		
Early Voting Day 8	**Julia A. Drost or Appointed**		
Early Voting Day 9	**Julia A. Drost or Appointed**		

AGREEMENT FOR ELECTION SERVICES
BETWEEN CHARLEVOIX COUNTY AND CITY OF CHARLEVOIX

This County Early Voting Site Agreement (the "Agreement") is made between Charlevoix County, 203 Antrim Street, Charlevoix, MI 49720 and City of Charlevoix, 210 State Street, Charlevoix, MI 49720. In this Agreement, the county and each municipality will be represented by their respective clerk in their official capacity.

PURPOSE OF THE AGREEMENT. The county and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating a joint early voting site.

Name of county
Charlevoix County, 203 Antrim Street, Charlevoix, MI 49720

Name of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Charlevoix Ward 2	1	790

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
   - **1.1** **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
   - **1.2** **Coordinator** means the individual appointed by the county clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
   - **1.3** **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an early voting plan are described in MCL 168.720h(3).
   - **1.4** **Election Services** encompasses the following individual Election Services provided by the county or either municipality's Elections Division, if applicable:
     Administration and oversight of In-person Early Voting Site
   - **1.5** **Legislative Body of the Municipality** means the city or township council elected or appointed and serving in the municipality.
   - **1.6** **Municipality** means any participating municipality, which are entities created by state or local authority or which are primarily funded by or through state or local authority, including, but not limited to, their council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

1.7 **QVF** means the Qualified Voter File as described in MCL 168.509m.

1.8 **QVF Controller** means the individual appointed by the county clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.

1.9 **Site Supervisor** means the participating municipal clerk or a member of the county clerk's staff who shall act as supervisor for each day of early voting. The county clerk may appoint a different participating municipal clerk or member of the county clerk's staff to act as a supervisor for different days of early voting.

2. PARTIES TO AN AGREEMENT.

2.1 An Agreement may be entered into between one or more municipalities wholly or partially located within the same county and the county clerk of that county.

2.2 A municipality located in multiple counties can only enter into an Agreement with one of the counties in which the municipality is located.

3. SCOPE OF THE AGREEMENT.

3.1 The parties must decide among themselves and include in the Agreement the elections to which the Agreement applies. Early voting must be provided for all statewide and federal elections, but parties may extend early voting to non-statewide elections at their discretion.

4. COORDINATOR.

4.1 Julia A. Drost will serve as coordinator of the joint early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.

4.1.1 In the event that that coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.

4.2 If the coordinator becomes unavailable for any reason, the role will be filled in one of the following ways, as determined by the parties upon execution of this Agreement:

4.2.1 The county clerk will appoint the new coordinator.

4.2.2 Kim Kaminski as backup coordinator, would assume the responsibilities of coordinator. If the backup coordinator is unavailable for any reason, the county clerk will appoint the new coordinator.

5. QVF CONTROLLER.

5.1 Julia A. Drost will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement. The QVF controller must meet the security requirements of a QVF user. The QVF controller can be the same as the coordinator as long as the appropriate QVF training is completed.

6. APPROVAL OF EARLY VOTING SITES.

6.1 Pursuant to MCL 168.662, the county clerk, after consulting the participating municipal clerks, must submit each early voting site location to the board of county election commissioners for approval.

6.2 Each early voting site may serve all electors covered by the county Agreement, the electors in specific municipalities, the electors of one municipality, or any combination of these options, as long as each elector in the county is served by one or more early voting sites.

7. APPOINTMENT OF ELECTION INSPECTORS.

7.1 The board of county election commissioners is responsible for the appointment of election inspectors.

7.2 At least 31 days before each statewide and federal election, the board will appoint for each early voting site at least 3 election inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.

7.3 The board will further designate one appointed election inspector from each early voting site as chairperson.

7.4 The selection of election inspectors will be governed by MCL 168.674.

8. APPROVAL OF EARLY VOTING HOURS.

8.1 Prior to the submission of an Agreement or early voting plan, the county clerk and the clerks of the participating municipalities will do all of the following:

8.1.1 For the nine early voting days guaranteed by the Constitution, decide among themselves the hours that early voting will be provided at the approved joint early voting site or sites and include those hours in this Agreement.

8.1.2 For any dates or hours beyond the dates and hours guaranteed by the Constitution, the county clerk may set hours without regard to the required hours for early voting on the nine required days of early voting and include those days and hours in this Agreement.

8.1.3 Days and hours specified in this Agreement apply only to statewide and federal elections.

9. NOTICE OF EARLY VOTING HOURS.

9.1 Not less than 45 days before Election Day, the county clerk and the clerk of each participating municipality will give public notice of the dates and hours for early voting at the joint early voting site or sites by posting of the notice on the county's and each municipality's website and any other publication or posting the clerk considers advisable.

10. BUDGET AND COST SHARING.

10.1 Prior to the submission of an Agreement or early voting plan, the county clerk and the clerks of the participating municipalities will produce a proposal for the early voting budget and cost sharing and chargeback procedures and enter the terms here.

10.2 Charlevoix County will be fiscally responsible for all items related to the administration of the county early voting site. Clerks of the participating municipalities will be responsible for selection and coordination of at least three election inspectors (1 republican & 1 democrat for a minimum of 4 hours) and 1 eligible Chairperson for a minimum of 8 hours. The site supervisor will oversee the early voting site. The county clerk may appoint a different participating municipal clerk or member of the county clerk's staff to act as a supervisor for different days of early voting. Participating municipalities will be billed equally by Charlevoix County for payment of all costs related to the 9 consecutive days performance of election inspectors and chairpersons at the Early Voting Site, including election day closing of the polls and canvassing of early vote returns at the Early Voting Site.

11. STAFFING AND SUPERVISION

11.1 The coordinator is responsible for ensuring adequate staffing and supervision at early voting sites including selection of the site supervisor who oversees a specific early voting site(s).

11.2 The site supervisor, Julia A. Drost, shall operate in the same manner and have the same authority as a municipal clerk who operates in an election day polling place.

11.3 The site supervisors for early voting sites must be listed in the attached Exhibit B.

12. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

12.1 Prior to the submission of the Early Voting Plan, the county clerk and the clerks of the participating municipalities will do all of the following:

12.1.1 Determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at each early voting site.

12.1.2 Determine whether the county or a municipality will provide the tabulators and early voting poll book laptops or other voting equipment.

12.2 The board of county election commissioners will be responsible for conducting testing of the electronic voting equipment.

12.3 The coordinator will be responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.

12.3.1 If the coordinator is not a clerk, the county clerk and the clerks of the participating municipalities must decide among themselves which clerk is responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.

12.4 Tabulators and early voting poll book laptops used at each joint early voting site must be configured in one of the ways set forth in MCL 168.720j(5).

13. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY

13.1 During Early Voting, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(8) and 720j(9) and any instructions issued by the Secretary of State

13.2 During Early Voting, the coordinator must ensure that specified election materials are secured in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.

13.3 At the conclusion of Election Day, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(11) and any instructions issued by the Secretary of State.

14. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS

14.1 The board of county election commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the county clerk.

14.2 At the conclusion of Election Day, the coordinator must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.

15. EXECUTION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

15.1 A county Early Voting Site Agreement must be finalized and signed by the participating county and all municipalities:

15.1.1 No later than 125 days before the first regularly scheduled statewide or federal election in each even numbered year.

15.1.2 No later than 90 days before a special statewide or federal election.

16. EARLY VOTING PLAN.

16.1 No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator will be responsible for ensuring an early voting plan, attached as Exhibit A, is filed with the county clerk of the county in which the municipalities are located.

17. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

17.1 Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities. This ensures that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

18. DURATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

18.1 This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the county clerk and each participating municipal clerk.

18.2 County and municipalities agree the Agreement will stay in effect with no fixed termination date.

19. CANCELLATION, MODIFICATION, AND TERMINATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

19.1 If the county clerk withdraws from the Agreement for any reason, the Agreement will cease to exist and the clerk of each participating municipality must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided.

19.2 If the parties terminate the Agreement for any reason, the clerk of each participating municipality must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided.

19.3 If a party withdraws from the Agreement for any reason, the clerk of the municipality withdrawing from the Agreement must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided. A party to a municipal Agreement may withdraw from the Agreement by providing at least 30 days' written notice to the other Parties to the Agreement.

19.4 A Party may not withdraw from the Agreement during the period beginning 150 days before the first statewide November election in an even numbered year and ending on the completion of the county canvass for the statewide general November election in that even numbered year.

19.5 If the Agreement covers any elections in addition to statewide and federal elections, a Party may not withdraw from the Agreement during the period beginning 150 days before the election covered under the Agreement and ending on the completion of the county canvass for that election.

_____	_____	_____
Printed name of County Clerk	Signature of County Clerk	Date

_____	_____	_____
Printed name of Clerk	Signature of Clerk	Date

EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator is responsible for ensuring an Early Voting Plan, covering the parties to the County Agreement, is filed with the county clerk of the county.

Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities. This ensures that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Julia A. Drost	County Clerk	drostj@charlevoixcounty.org	231-547-7200

County:

Name of county	Clerk of County
Charlevoix County	Julia A. Drost

Municipality:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Charlevoix Ward 2	Sarah Dvoracek	1	790

Early Voting Location Information:

	Early voting site #1
Location of site	301 State Street, Charlevoix, MI 49720
Municipalities served at site	20
Number of Election Workers at site	4 plus 1 Site Supervisor & 1 Chairperson

Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	**Yes**
Hours for 9 days of Constitutionally-required early voting	**8:30 a.m. to 4:30 p.m.**
How many (if any) additional days of early voting will be provided at this site?	**N/A**
Hours for any additional days of early voting	**N/A**
Is this site ADA compliant?	**Yes**
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	**Yes**

Early Voting Equipment Information:

	Early voting site #1
Number of tabulators at site	**2**
Municipality responsible for providing tabulators	**Charlevoix County**
Number of early voting poll book laptops	**2**
Municipality responsible for providing early voting poll book laptops	**Charlevoix County**
Clerk responsible for taking necessary steps to set up the early voting poll book laptops	**Julia A. Drost**

Describe the communication strategy for informing electors of their opportunity for early voting:

___Information will be posted on the website(s) and at the location(s) of the County Early Voting Site and all participating municipalities, posted in at least two (2) local publications, and in compliance with any other instructions issued by the Secretary of State.

_____

_____

EXHIBIT B: SITE SUPERVISORS

Early Voting Site Supervisors:

	Supervisor at Early voting site #1	Supervisor at Early voting site #2	Supervisor at Early voting site #3
Early Voting Day 1	**Julia A. Drost or Appointed**		
Early Voting Day 2	**Julia A. Drost or Appointed**		
Early Voting Day 3	**Julia A. Drost or Appointed**		
Early Voting Day 4	**Julia A. Drost or Appointed**		
Early Voting Day 5	**Julia A. Drost or Appointed**		
Early Voting Day 6	**Julia A. Drost or Appointed**		
Early Voting Day 7	**Julia A. Drost or Appointed**		
Early Voting Day 8	**Julia A. Drost or Appointed**		
Early Voting Day 9	**Julia A. Drost or Appointed**		

AGREEMENT FOR ELECTION SERVICES
BETWEEN CHARLEVOIX COUNTY AND CITY OF CHARLEVOIX

This County Early Voting Site Agreement (the "Agreement") is made between Charlevoix County, 203 Antrim Street, Charlevoix, MI 49720 and City of Charlevoix, 210 State Street, Charlevoix, MI 49720. In this Agreement, the county and each municipality will be represented by their respective clerk in their official capacity.

PURPOSE OF THE AGREEMENT. The county and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating a joint early voting site.

Name of county
Charlevoix County, 203 Antrim Street, Charlevoix, MI 49720

Name of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Charlevoix Ward 3	1	771

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
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   - **1.3** **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an early voting plan are described in MCL 168.720h(3).
   - **1.4** **Election Services** encompasses the following individual Election Services provided by the county or either municipality's Elections Division, if applicable:
     Administration and oversight of In-person Early Voting Site
   - **1.5** **Legislative Body of the Municipality** means the city or township council elected or appointed and serving in the municipality.
   - **1.6** **Municipality** means any participating municipality, which are entities created by state or local authority or which are primarily funded by or through state or local authority, including, but not limited to, their council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

1.7 **QVF** means the Qualified Voter File as described in MCL 168.509m.

1.8 **QVF Controller** means the individual appointed by the county clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.

1.9 **Site Supervisor** means the participating municipal clerk or a member of the county clerk's staff who shall act as supervisor for each day of early voting. The county clerk may appoint a different participating municipal clerk or member of the county clerk's staff to act as a supervisor for different days of early voting.

2. PARTIES TO AN AGREEMENT.

2.1 An Agreement may be entered into between one or more municipalities wholly or partially located within the same county and the county clerk of that county.

2.2 A municipality located in multiple counties can only enter into an Agreement with one of the counties in which the municipality is located.

3. SCOPE OF THE AGREEMENT.

3.1 The parties must decide among themselves and include in the Agreement the elections to which the Agreement applies. Early voting must be provided for all statewide and federal elections, but parties may extend early voting to non-statewide elections at their discretion.

4. COORDINATOR.

4.1 Julia A. Drost will serve as coordinator of the joint early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.

4.1.1 In the event that that coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.

4.2 If the coordinator becomes unavailable for any reason, the role will be filled in one of the following ways, as determined by the parties upon execution of this Agreement:

4.2.1 The county clerk will appoint the new coordinator.

4.2.2 Kim Kaminski as backup coordinator, would assume the responsibilities of coordinator. If the backup coordinator is unavailable for any reason, the county clerk will appoint the new coordinator.

5. QVF CONTROLLER.

5.1 Julia A. Drost will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement. The QVF controller must meet the security requirements of a QVF user. The QVF controller can be the same as the coordinator as long as the appropriate QVF training is completed.

6. APPROVAL OF EARLY VOTING SITES.

6.1 Pursuant to MCL 168.662, the county clerk, after consulting the participating municipal clerks, must submit each early voting site location to the board of county election commissioners for approval.

6.2 Each early voting site may serve all electors covered by the county Agreement, the electors in specific municipalities, the electors of one municipality, or any combination of these options, as long as each elector in the county is served by one or more early voting sites.

7. APPOINTMENT OF ELECTION INSPECTORS.

7.1 The board of county election commissioners is responsible for the appointment of election inspectors.

7.2 At least 31 days before each statewide and federal election, the board will appoint for each early voting site at least 3 election inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.

7.3 The board will further designate one appointed election inspector from each early voting site as chairperson.

7.4 The selection of election inspectors will be governed by MCL 168.674.

8. APPROVAL OF EARLY VOTING HOURS.

8.1 Prior to the submission of an Agreement or early voting plan, the county clerk and the clerks of the participating municipalities will do all of the following:

8.1.1 For the nine early voting days guaranteed by the Constitution, decide among themselves the hours that early voting will be provided at the approved joint early voting site or sites and include those hours in this Agreement.

8.1.2 For any dates or hours beyond the dates and hours guaranteed by the Constitution, the county clerk may set hours without regard to the required hours for early voting on the nine required days of early voting and include those days and hours in this Agreement.

8.1.3 Days and hours specified in this Agreement apply only to statewide and federal elections.

9. NOTICE OF EARLY VOTING HOURS.

9.1 Not less than 45 days before Election Day, the county clerk and the clerk of each participating municipality will give public notice of the dates and hours for early voting at the joint early voting site or sites by posting of the notice on the county's and each municipality's website and any other publication or posting the clerk considers advisable.

10. BUDGET AND COST SHARING.

10.1 Prior to the submission of an Agreement or early voting plan, the county clerk and the clerks of the participating municipalities will produce a proposal for the early voting budget and cost sharing and chargeback procedures and enter the terms here.

10.2 Charlevoix County will be fiscally responsible for all items related to the administration of the county early voting site. Clerks of the participating municipalities will be responsible for selection and coordination of at least three election inspectors (1 republican & 1 democrat for a minimum of 4 hours) and 1 eligible Chairperson for a minimum of 8 hours. The site supervisor will oversee the early voting site. The county clerk may appoint a different participating municipal clerk or member of the county clerk's staff to act as a supervisor for different days of early voting. Participating municipalities will be billed equally by Charlevoix County for payment of all costs related to the 9 consecutive days performance of election inspectors and chairpersons at the Early Voting Site, including election day closing of the polls and canvassing of early vote returns at the Early Voting Site.

11. STAFFING AND SUPERVISION

11.1 The coordinator is responsible for ensuring adequate staffing and supervision at early voting sites including selection of the site supervisor who oversees a specific early voting site(s).

11.2 The site supervisor, Julia A. Drost, shall operate in the same manner and have the same authority as a municipal clerk who operates in an election day polling place.

11.3 The site supervisors for early voting sites must be listed in the attached Exhibit B.

12. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

12.1 Prior to the submission of the Early Voting Plan, the county clerk and the clerks of the participating municipalities will do all of the following:

12.1.1 Determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at each early voting site.

12.1.2 Determine whether the county or a municipality will provide the tabulators and early voting poll book laptops or other voting equipment.

12.2 The board of county election commissioners will be responsible for conducting testing of the electronic voting equipment.

12.3 The coordinator will be responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.

12.3.1 If the coordinator is not a clerk, the county clerk and the clerks of the participating municipalities must decide among themselves which clerk is responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.

12.4 Tabulators and early voting poll book laptops used at each joint early voting site must be configured in one of the ways set forth in MCL 168.720j(5).

13. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY

13.1 During Early Voting, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(8) and 720j(9) and any instructions issued by the Secretary of State

13.2 During Early Voting, the coordinator must ensure that specified election materials are secured in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.

13.3 At the conclusion of Election Day, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(11) and any instructions issued by the Secretary of State.

14. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS

14.1 The board of county election commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the county clerk.

14.2 At the conclusion of Election Day, the coordinator must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.

15. EXECUTION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

15.1 A county Early Voting Site Agreement must be finalized and signed by the participating county and all municipalities:

15.1.1 No later than 125 days before the first regularly scheduled statewide or federal election in each even numbered year.

15.1.2 No later than 90 days before a special statewide or federal election.

16. EARLY VOTING PLAN.

16.1 No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator will be responsible for ensuring an early voting plan, attached as Exhibit A, is filed with the county clerk of the county in which the municipalities are located.

17. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

17.1 Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities. This ensures that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

18. DURATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

18.1 This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the county clerk and each participating municipal clerk.

18.2 County and municipalities agree the Agreement will stay in effect with no fixed termination date.

19. CANCELLATION, MODIFICATION, AND TERMINATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

19.1 If the county clerk withdraws from the Agreement for any reason, the Agreement will cease to exist and the clerk of each participating municipality must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided.

19.2 If the parties terminate the Agreement for any reason, the clerk of each participating municipality must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided.

19.3 If a party withdraws from the Agreement for any reason, the clerk of the municipality withdrawing from the Agreement must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided. A party to a municipal Agreement may withdraw from the Agreement by providing at least 30 days' written notice to the other Parties to the Agreement.

19.4 A Party may not withdraw from the Agreement during the period beginning 150 days before the first statewide November election in an even numbered year and ending on the completion of the county canvass for the statewide general November election in that even numbered year.

19.5 If the Agreement covers any elections in addition to statewide and federal elections, a Party may not withdraw from the Agreement during the period beginning 150 days before the election covered under the Agreement and ending on the completion of the county canvass for that election.

_____	_____	_____
Printed name of County Clerk	Signature of County Clerk	Date

_____	_____	_____
Printed name of Clerk	Signature of Clerk	Date

EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator is responsible for ensuring an Early Voting Plan, covering the parties to the County Agreement, is filed with the county clerk of the county.

Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities. This ensures that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Julia A. Drost	County Clerk	drostj@charlevoixcounty.org	231-547-7200

County:

Name of county	Clerk of County
Charlevoix County	Julia A. Drost

Municipality:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Charlevoix Ward 3	Sarah Dvoracek	1	771

Early Voting Location Information:

	Early voting site #1
Location of site	301 State Street, Charlevoix, MI 49720
Municipalities served at site	20
Number of Election Workers at site	4 plus 1 Site Supervisor & 1 Chairperson

Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	**Yes**
Hours for 9 days of Constitutionally-required early voting	**8:30 a.m. to 4:30 p.m.**
How many (if any) additional days of early voting will be provided at this site?	**N/A**
Hours for any additional days of early voting	**N/A**
Is this site ADA compliant?	**Yes**
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	**Yes**

Early Voting Equipment Information:

	Early voting site #1
Number of tabulators at site	**2**
Municipality responsible for providing tabulators	**Charlevoix County**
Number of early voting poll book laptops	**2**
Municipality responsible for providing early voting poll book laptops	**Charlevoix County**
Clerk responsible for taking necessary steps to set up the early voting poll book laptops	**Julia A. Drost**

Describe the communication strategy for informing electors of their opportunity for early voting:

___Information will be posted on the website(s) and at the location(s) of the County Early Voting Site and all participating municipalities, posted in at least two (2) local publications, and in compliance with any other instructions issued by the Secretary of State.

_____

_____

EXHIBIT B: SITE SUPERVISORS

Early Voting Site Supervisors:

	Supervisor at Early voting site #1	Supervisor at Early voting site #2	Supervisor at Early voting site #3
Early Voting Day 1	**Julia A. Drost or Appointed**		
Early Voting Day 2	**Julia A. Drost or Appointed**		
Early Voting Day 3	**Julia A. Drost or Appointed**		
Early Voting Day 4	**Julia A. Drost or Appointed**		
Early Voting Day 5	**Julia A. Drost or Appointed**		
Early Voting Day 6	**Julia A. Drost or Appointed**		
Early Voting Day 7	**Julia A. Drost or Appointed**		
Early Voting Day 8	**Julia A. Drost or Appointed**		
Early Voting Day 9	**Julia A. Drost or Appointed**		

Charlevoix City Council

All Other Actions and Requests

Title: Temporary Easement for Environmental Remediation
Date: October 2, 2023

Presented By: Sarah Dvoracek, City Clerk

Background:
As part of the ongoing clean-up of contaminated soils, the US EPA is requesting to purchase a temporary easement for three areas of street rights-of-way. The areas in question are on McLeod Place, Grant Street and Newman Street. The easement is temporary and lasts for three years. During this time the EPA will do remediation work and then return the street areas back to us. The land is not expected to be under construction for this time but this is the window in which the EPA will undertake activities. In return for this work, the EPA will compensate the City $23,100. This work compliments the more extensive excavation they will be completing on privately owned adjacent parcels. The City Attorney reviewed the document and is comfortable with the language.

Recommendation:
Motion to sell and grant to the United States of America and its assigns, for the amount of $23,100 Dollars, a temporary work easement on McLeod Place, Newman Street and Grant Street, which is City property, for the purposes of conducting remediation and authorize the City Manager to execute the temporary work easement along with all other closing documents to effectuate the temporary transfer of this City property to the United States.

Motion to designate the received funds of $23,100 to the Infrastructure Improvement Fund.

Attachments:
1. OTS Tract 1500E1600E

DEPARTMENT OF THE ARMY

OFFER TO SELL EASEMENT

Project: Charlevoix Municipal Well Superfund Project

Tract No.: 1500E and 1600E

Contract No. **DACW35-6-23-3010**

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America and its assigns, an easement as set forth in Exhibit B in, upon, over, and across that certain tract of land described in Exhibit A attached hereto and made part hereof.

The terms and conditions of this offer are as follows:

(1) The Vendor hereby agrees that this offer may be accepted by the United States, through any duly authorized representative, by delivering, mailing, or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time within Two (2) Months from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States agrees to pay to the Vendor for said easement and rights the sum of TWENTY THREE THOUSAND ONE HUNDRED DOLLARS ($23,100) payable upon acceptance of this offer and approval of the Vendor's title, provided the Vendor can execute and deliver a good and sufficient easement deed with warranty of title conveying said easement and rights to the United States of America and its assigns, free and clear from all liens and encumbrances, said conveyance to be subject only to the existing easements and rights set forth in said Exhibit B.

(3) The Vendor agrees that he/she will satisfy of record at or before conveying said easement and rights, all encumbrances and special assessments which are a lien against the land, as the United States may require, and that he/she will pay the pro rata portion of all taxes on the property which are allocable to a period prior to and including the date of vesting title in the United States, or the effective date of possession of such easement and rights by the United States, whichever is the earlier, and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the easement; and that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver an easement deed to the United States conveying the easement and rights herein described and obtain and record such other curative evidence of title as may be required by the United States.

(4) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said easement and rights by condemnation or

other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said easement and rights; agrees that the consideration recited in paragraph (2) hereof constitutes the full amount of the purchase price for the easement and rights and shall be pro rated among all persons having an interest in this property as their respective interests may appear; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for payment for the right of occupancy and use hereinafter provided for in paragraph (6).

(5) As additional consideration for the payment of the purchase price hereinabove set forth the Vendor hereby grants to the United States the right of immediate occupancy and use of the land in which said easement is to be granted for the purpose of exercising any of the rights described in said Exhibit B from and after acceptance by the United States of this offer until such time as said easement is conveyed to the United States.

(6) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in and execute the easement deed to the United States.
(NOT APPLICABLE TO THIS VENDOR)

(7) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

(8) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(9) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States had made any representation or promise with respect to this offer not expressly contained herein.

SIGNED, SEALED, AND DELIVERED this day of 2023

WITNESSES:

	(Vendor)	*(SEAL)*
	(Spouse of Vendor)	*(SEAL)*

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:
City of Charlevoix
210 State Street
Charlevoix, MI 49720

ACCEPTANCE OF OFFER TO SELL EASEMENT

Date:

The offer of the Vendor contained herein is hereby accepted for and on behalf of the UNITED STATES OF AMERICA.

WITNESS:

_____ _____

Michael B. Rohde
Real Estate Contracting Officer
Chief, Real Estate

Approved for sufficiency of funds $_____

_____ _____

Name and signature date

*These spaces to be used for signatures of witnesses if required by state law

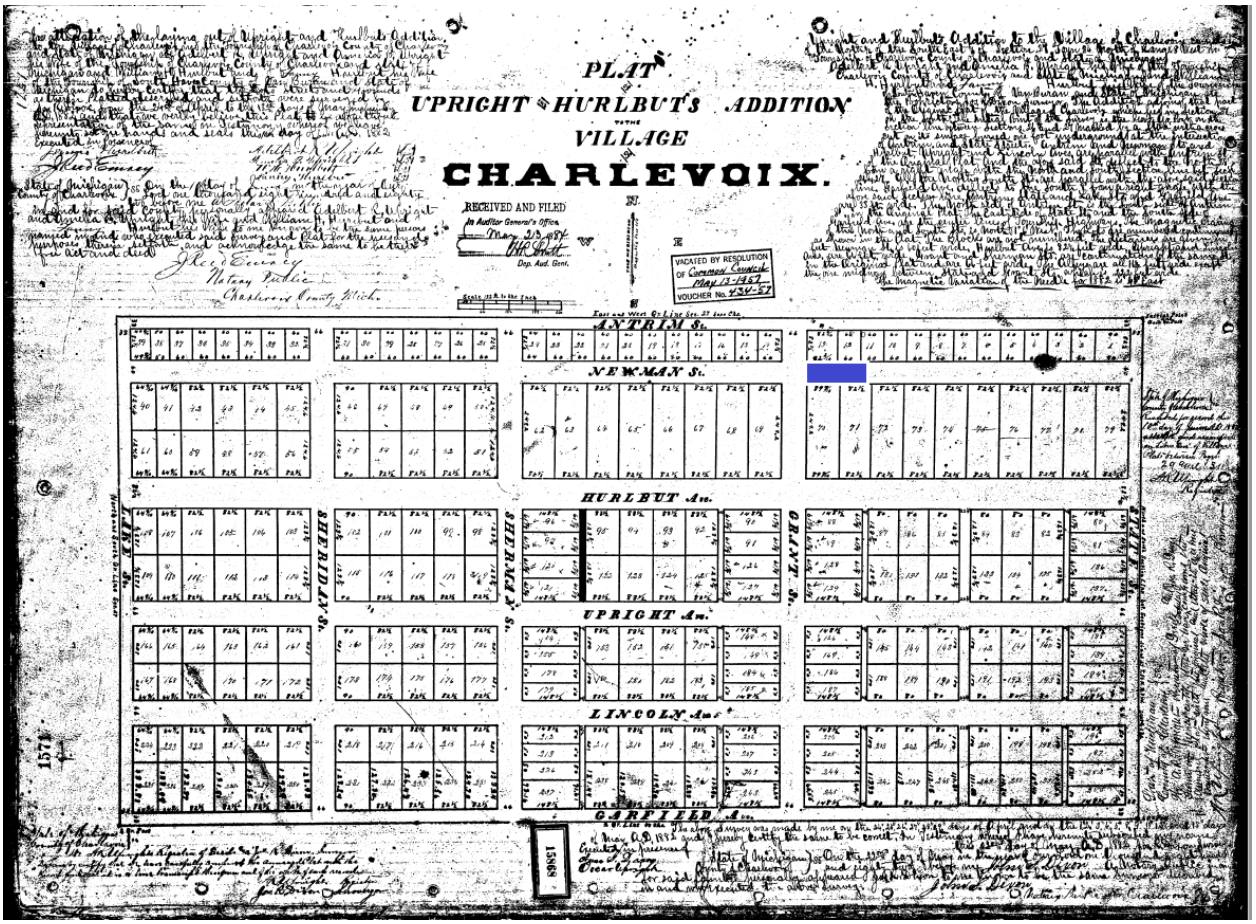
Exhibit A

PARCEL 1500E
PROPOSED EASEMENT DESCRIPTION:
PART OF UPRIGHT AND HURLBUT'S ADDITION TO THE VILLAGE (NOW CITY) OF CHARLEVOIX, ACCORDING TO THE RECORDED PLAT THEREOF BEING PART OF SECTION 27, TOWN 34 NORTH, RANGE 8 WEST, CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:
THAT PART OF MCLEOD RIGHT OF WAY LYING SOUTH OF THE SOUTH LINE OF WEST LINCOLN STREET AND NORTH OF THE NORTH LINE OF WEST GARFIELD STREETEASEMENT AREA CONTAINS 4,716 SQUARE FEET, WHICH IS 0.108 ACRES, MORE OR LESS.
The commonly known address: McLeod Place right of way

PARCEL 1600E
PROPOSED EASEMENT DESCRIPTION:
PART OF UPRIGHT AND HURLBUT'S ADDITION TO THE VILLAGE (NOW CITY) OF CHARLEVOIX, ACCORDING TO THE RECORDED PLAT THEREOF BEING PART OF SECTION 27, TOWN 24 NORTH, RANGE 8 WEST, CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:
THAT PART OF GRANT STREET RIGHT OF WAY LYING SOUTH OF THE SOUTH LINE OF ANTRIM STREET AND NORTH OF THE SOUTH LINE OF THE NORTHERLY 20.00 FEET OF VACATED NEWMAN STREET AS RECORDED IN LIBER 296, PAGE 301; EASEMENT AREA CONTAINS 6,763 SQUARE FEET, WHICH IS 0.155 ACRES, MORE OR LESS.
INCLUSIVE OF NEWMAN STREET COMMENCING AT THE NORTH EAST CORNER OF THE INTERSECTION OF GRANT AND NEWMAN EXTENDING 95 FEET EAST AS DEPICTED IN BLUE IN THE ATTACHED PLAT MAP.
The commonly known address: Grant Street right of way Newman Street right of way

Exhibit B

TEMPORARY WORK AREA EASEMENT:
A temporary easement and right-of-way in, on, over, and across Tract 1500E and 1600E, for a period not to exceed three (3) years, beginning with date possession of the land is granted to the United States of America and its assigns, for use by the United States Environmental Protection Agency, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Charlevoix Municipal Well Superfund Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.


PLAT
OF
UPRIGHT & HURLBUT'S ADDITION
TO THE
VILLAGE
CHARLEVOIX.
RECEIVED AND FILED
In Auditor General's Office.
May 23 1867
Dep. Aud. Gen'l.
VACATED BY RESOLUTION
OF Common Council
May 13-1867
VOUCHER No. 434-57
ANTRIM St.
NEWMAN St.
HURLBUT Av.
UPRIGHT Av.
LINCOLN Av.
GARFIELD Av.
PARK St.
SHERIDAN St.
SHERMAN St.
GRANT St.
1571
1508

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments
Date: October 2, 2023

Presented By:

Background:

A. Northside Substation Work

Earlier this week, our staff identified a part that was overheating in the northside substation. We transferred the load to the Westenbroek Substation and have been evaluating the components on the northside. We are waiting for a contractor to send a crew to do more testing. In the meantime, there has been no loss of service; the system is built for redundancy for situations like this.

B. Park Avenue Work

Work continues on the trail along Park Avenue in Lake Michigan Beach Park. It's clear now the outline of the trail. We still anticipate this work will be complete before the snow flies in a couple of months.

C. Van Pelt Alley

The new brick pavers are installed in Van Pelt Alley. We also had Elmer's do some minor repairs to cracks and settling noted in the alley off Mason Street. We expect the asphalt will be laid on Monday.

D. Fish Cleaning Station

Due to vandalism and misuse, we have temporarily closed the fish cleaning station on Ferry Avenue.

Recommendation:

Attachments:

None

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments
Date: October 2, 2023

Presented By:

Background:

Recommendation:

Attachments:
None