



Agenda
City of Charlevoix City Council Regular Meeting
Tuesday, January 2, 2024 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
 - A. Mt. McSauba Recreational Signage Project Partnership with SAFE in Northern Michigan
Kent Knorr, Recreation Director
Joe Gaffney
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - December 18, 2023
 - B. Accounts Payable and Payroll Check Registers
 - C. Purchase of 2019 John Deere Pro Gator for Charlevoix Golf Course
 - D. Generator Maintenance Agreement
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments
- 9. Other Council Business**
- 10. Adjourn**

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

Charlevoix City Council

Presentations

Title: Mt. McSaubu Recreational Signage Project Partnership with SAFE in Northern Michigan

Date: January 2, 2024

Presented By: Kent Knorr, Recreation Director
Joe Gaffney

Background:

Nichole Flickema, the Community Health Coordinator for the Health Department of Northwest Michigan, reached out to the Recreation Department a few weeks ago. Nichole serves as the Project Coordinator for SAFE in Northern Michigan and works with students at Charlevoix High School. The substance use prevention program aims to prevent youth substance use, increase community awareness and create through collaboration, education, prevention initiatives and environmental strategies of tobacco, alcohol and other substance use in Antrim, Charlevoix, Emmet, and Otsego counties.

The SAFE program at Charlevoix High School has received a grant for \$2000 and the students would like to partner with the Recreation Department and the City of Charlevoix to purchase signs that would discourage the use of tobacco and THC at McSaubu. Following a discussion and planning meeting earlier in December, the students created a series of signs that encourage users to be substance free while visiting Mt. McSaubu. These signs creatively encourage acceptable outdoor recreation opportunities at Mt. McSaubu while reminding park users of the local ordinance 796 which prohibits use of e-cigarettes, THC and tobacco products. The grant will pay for the purchase of the signs, necessary post, and hardware. Additionally, if there is any money left, the students would like to purchase items for the ice rink which may include ice skating walkers, new hockey sticks and/or a bench for the fire pit.

Through this partnership, the Recreation Department plans to offer a free ski and skate program on Saturday, February 10th for all Charlevoix Students. Student representative Joe Gaffney will be sharing additional information about the SAFE program, the proposal before council, and answer any questions about this program.

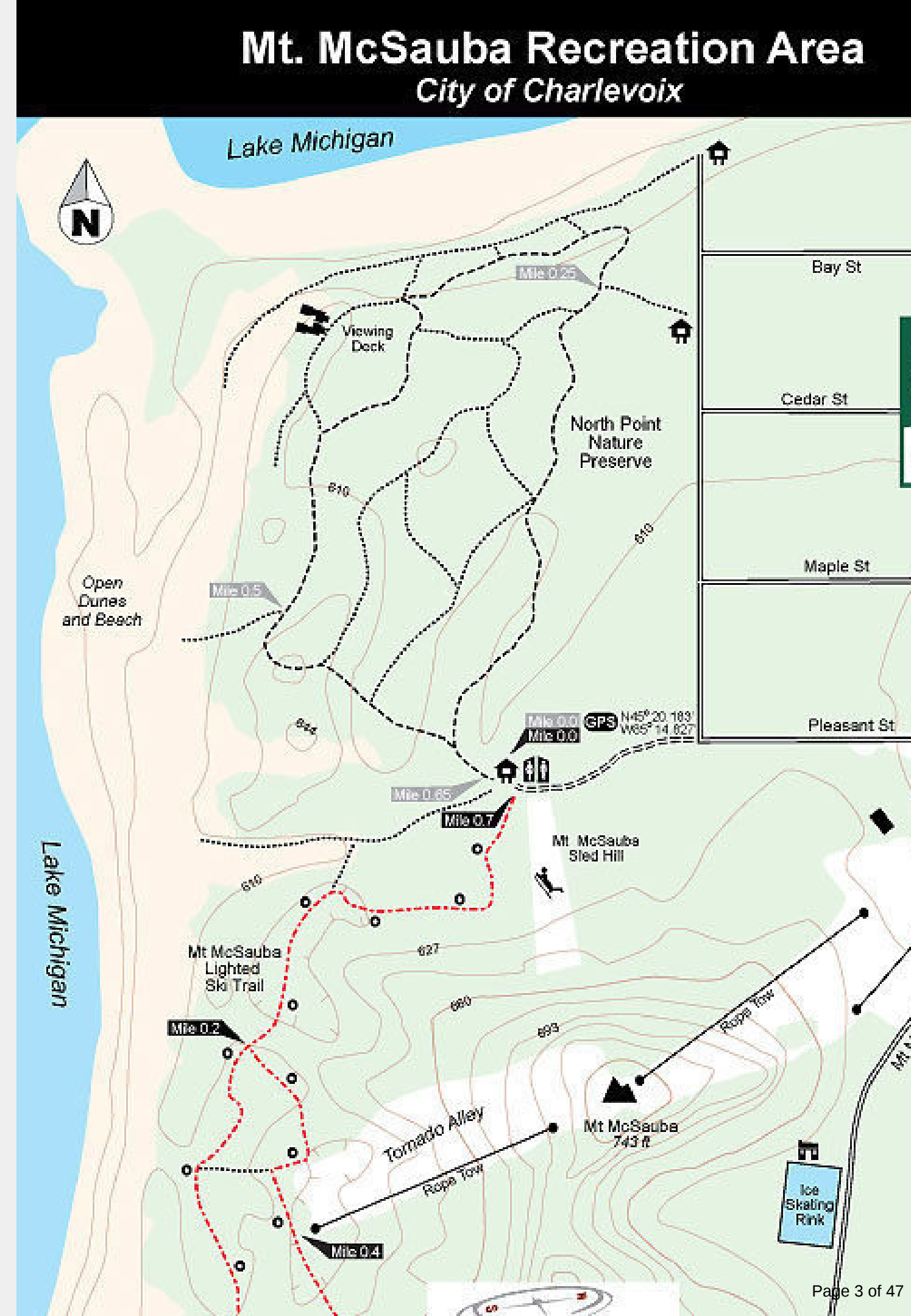
Recommendation:

Attachments:

1. SAFE Mt. McSaubu Signage Project Proposal

Mt. McSauba Recreation Area Signage Project

Presented By :
SAFE in Northern Michigan



Project Proposal

Project Budget: \$2000

Project Timeline: **Signage supplies as well as Ice Rink Recreation** supplies must be purchased by February 1, 2024. One Sign to be installed (Weather permitting) by February 28, 2024. The remaining signs (14) to be installed by June 1, 2023.

- **Intention of signage**–Encourage people to be substance free while visiting Mt. McSauba Recreation Area
- **Signage Details**
 - **Language**–Reference Ordinance #, reference substances that are prohibited.
 - **Color**– forest green, tan, brown & white
 - **Logo's** – use SAFE logo; city of chx logo (pending approval)
 - **Graphic**– different graphic depicting different activities at McSauba
- **Sign/Hardware/Post Needs**– 15 signs & 15 posts with hardware
- SAFE youth will assist with determining locations of signage
- **Installation of signage will be handled by the City of Charlevoix staff**
- **SAFE in NM will purchase recreation supplies for Ice Rink.** Ideas include: Child walkers for skating, hockey sticks, new benches for fire pit.

DRAFT

**ENJOY
MT.MCSAUBA
SUBSTANCE FREE**



The use of e-cigarettes, THC, & tobacco products
at Mt. McSauba Recreational Area is prohibited.

Ord. 796



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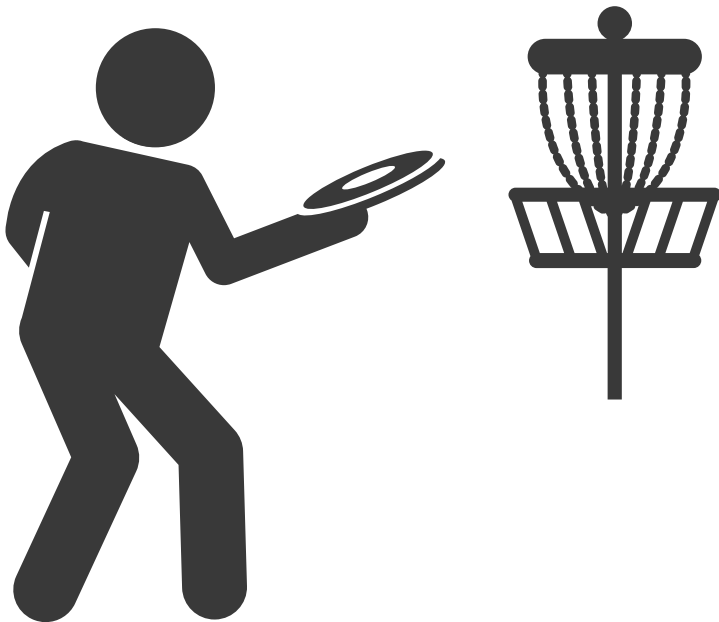


SAFEinNM.com



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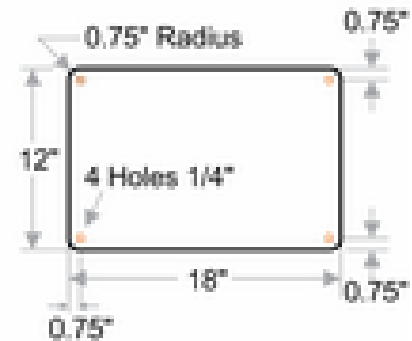
SAFEinNM.com





3M Diamond Grade Reflective Alum. :

Configuration:
(click to zoom)



12

BEST

168°F

Dec 5

(Hover for more details)



- 63 mil thick aluminum with Diamond Grade reflectivity.
- 3x as reflective as High-Intensity Grade.
- 12+ year durability, Diamond Grade signs are manufactured with premium 3M inks and reflective materials designed for municipal outdoor traffic or parking signs.
- Rounded corners - for easy handling and a professional appearance.
- Signs have prepunched holes to insure a hassle-free installation.

12 in. x 18 in. Customized Sign Template

12" x 18"

Diamond Grade Reflective Aluminum Sign

Price per Sign

1	2	3	4	5	10	15	20	50	100
\$49.25	\$48.95	\$46.15	\$46.05	\$43.40	\$42.10	\$41.95	\$40.85	\$36.70	\$34.50

Part# S-3743-12x18

Size 12" x 18"

Add your required design and color to our custom template and create your personalized sign within few minutes.

☒ 3M SmartShield POF Laminate - Superior protection against Fading and Graffiti. \$12.95for 1 Sign

Package : 1 Sign

Min. Qty. : 1 Sign

Order in multiples of 1 Sign

Quantity:

15

Signs

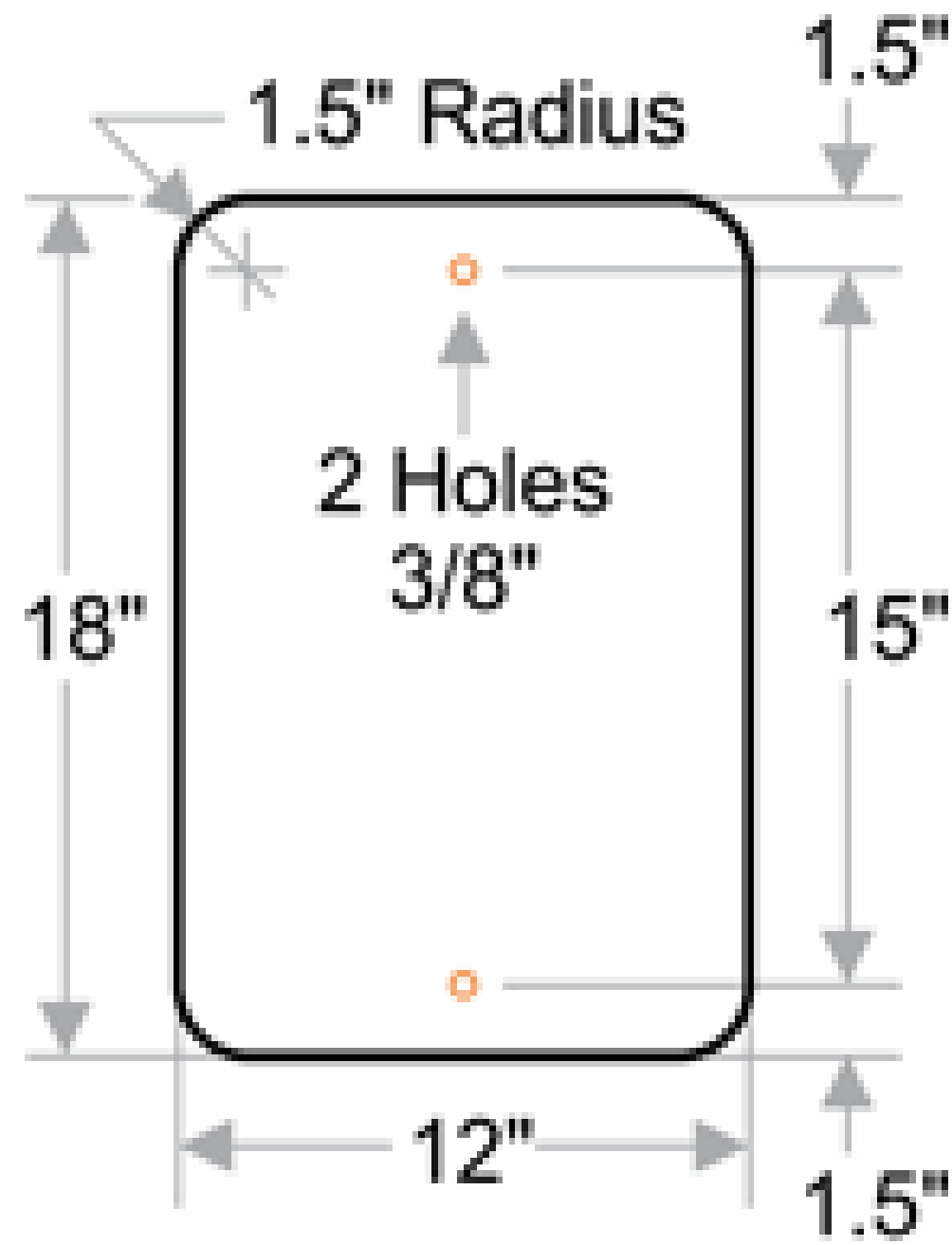
Cost : \$823.50

Recalculate

SmartSign

[More Material Details](#)

Standard Holes (No Charge)



SmartSign

Materials

Part# K-153-8K

SPN# 16UF

Color Green

Contents:

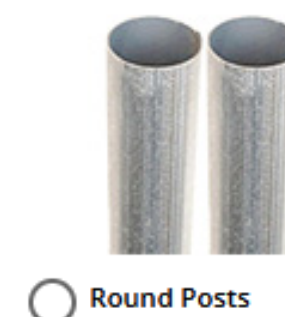
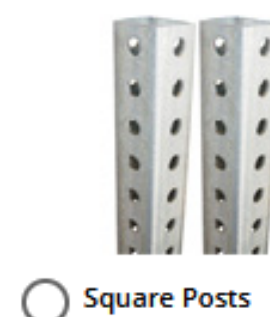
Kit includes everything you need to install and mount one sign: one U-Channel Sign Post, 2 bolts (5/16" x 2"), 2 nuts, 2 metal lock washers and two plastic washers.

Product Description

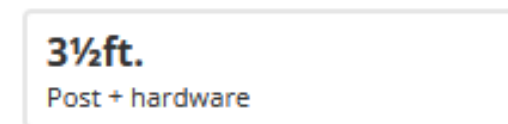
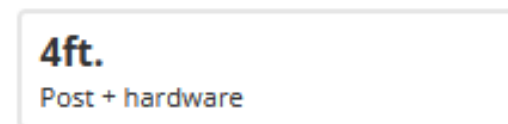
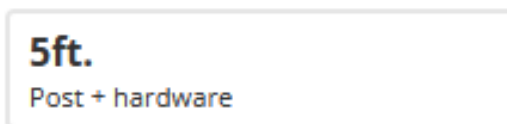
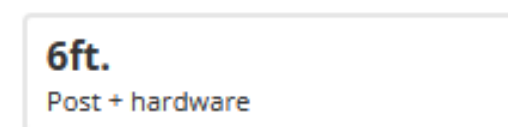
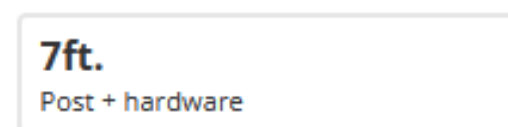
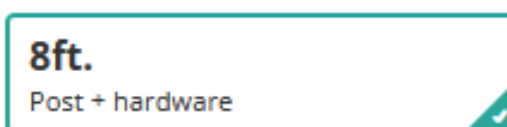
Our most popular post! Heavy-duty U-Channel sign posts are maintenance-free and easy to mount!

- This heavy-duty post is nearly twice the weight of our standard post, great for harsh conditions and weather.
- Posts are made from steel and are finished with a solid green enamel. Millions of our sturdy, rust-resistant posts are in service.
- Tapered on one side, these U-channel posts are designed for fast and firm installation of your signs.
- Posts are predrilled with 3/8" diameter holes that are 1" on center and are easily mountable. Holes are aligned to mount all signs.
- Each sign post weighs two pounds per foot of length.

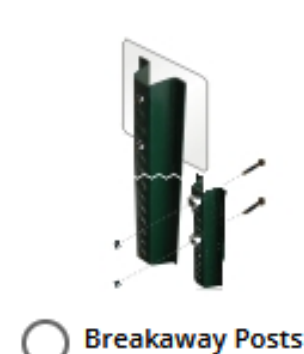
1 Select Post Type: U-Channel Posts + Hardware



2 Select Post Height: 8ft. Post + hardware



3 Select Material: Baked Enamel U-Channel Sign Posts (Heavy Duty Municipal Grade)



4 Choose Quantity:

Quantity / Price (Per Post)

For size: 3.0625" x 96"

5-19



Green Baked Enamel Posts

\$44.45

Green Baked Enamel Posts

Qty: - 15 + Posts

Per Post

\$44.45

Total Price

\$666.75

[View all quantity based discounts](#)

SmartSign

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - December 18, 2023

Date: January 2, 2024

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. City Council Draft Meeting Minutes 12/18/2023

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

1. Pledge of Allegiance

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

2. Roll Call

Mayor: Lyle Gennett

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

Members Absent: None

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

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

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

Yeas: Parr, Spring, Knapp, Cole, Kalbfell, Hagen

Nays: None

Absent: None

Motion carried.

A. City Council Meeting Minutes - November 30, 2023 & December 4, 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
11/30/2023	Special Accounts Payable Run	32,558.61
12/08/2023	Payroll (net pay)	\$126,840.12
12/08/2023	Payroll Transmittal	\$8,890.41
12/11/2023	Special Accounts Payable Run	\$4,244.70
12/19/2023	Regular Accounts Payable	\$155,386.44
12/04/2023-12/11/2023	ACH/WIRE Payments	\$158,615.42
12/12/2023	Special A/P Tax	\$377,298.27

	Disbursement	
Grand Total		\$863,833.97
To view the entire accounts payable and payroll check registers, Click here .		

C. MPPA Purchase Power Commitment

Motion to approve the MPPA AES PPC for Planning Years 25/26--31/32, MPPA CMS PPC for Planning Year 28/29--39/40, and MPPA Wolverine PPC for Planning Years 28/29 --39/40 in the not-to-exceed amounts as presented.

D. 300 kVA Transformer purchase in the amount of \$28,411

Motion to approve the purchase of one Howard Industries 300 kVA pad mounted transformer through Power Line Supply for the amount of \$28,411.

E. Mason Street EV Charging Station, \$33,348

Motion to approve the purchase of two (2) Level II Electric Vehicle Chargers, including a five (5) year network operating agreement and a five (5) year warranty from Westside Solutions, Jackson, MI, in the amount of \$33,348 as presented.

F. Mason Street EV Charging Station Installation \$8,420

Motion to accept the bid from Select Electric, Petoskey, Michigan, to install two (2) Level II Electric Vehicle Chargers, for the amount of \$8,420.

6. Public Hearings and Actions Requiring Public Hearings

A. Public Hearing Zoning Ordinance Amendments-Housing Related

Jonathan Scheel, Zoning Administrator

Jonathan Scheel stated this amendment was presented in October and the only change was made to the West Garfield Avenue Overlay District.

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

CITY OF CHARLEVOIX

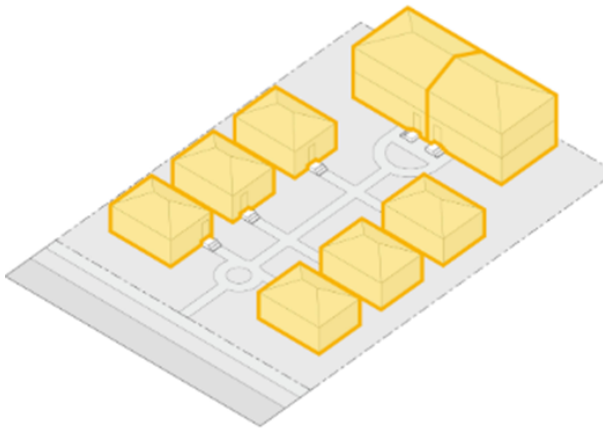
ORDINANCE NO. 842 of 2023

AN ORDINANCE TO AMEND TITLE XV: LAND USAGE; SECTIONS 153.005; 153.055; 153.070; 153.072; 153.102; 153.117; 153.125; 153.237 OF THE CITY OF CHARLEVOIX CODE

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title XV, Chapter 153, Section 153.005 Definitions of the City of Charlevoix Code is hereby amended to add the following definition and shall be placed under (B) Definitions of Dwelling Unit (d) Dwelling, Accessory Unit and labeled (e).

(e) 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 typically 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. See image of an example below.



SECTION 2. Title XV, Chapter 153, Section 153.005 Definitions of the City of Charlevoix Code is hereby amended to add the following definition and shall be placed under the list of definitions in alphabetical order.

INFILL DEVELOPMENT. The process of developing vacant or underutilized parcels within existing urban areas that are already largely developed. See image labeled Missing Middle Housing below.



SECTION 3. Title XV, Chapter 153, Section 153.055 Zoning Map (A (1) Residential districts, item (c) and (f) are hereby repealed.

SECTION 4. Title XV, Chapter 153, Residential Districts, Section 153.070 Intent items (A), (B), (C) and (D) shall be repealed and replaced and shall read as follows:

A. R1, Low Density 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 are compatible in scale with detached single-family homes and 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, accessory dwelling units, two-family dwellings, courtyard dwellings, and multi-family structures that maintain single-family character.

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

SECTION 5. Title XV, Chapter 153, Residential Districts, Section 153.171 Schedule of Uses, Table 153.071 Allowed Uses in Residential Zones shall be repealed and replaced and shall read as follows:

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.

	R1	R2	R4	PC	Specific Requirements
ACCESSORY					
Accessory uses, building and structures	P	P	P	P	§153.116(A)
Bed and breakfast establishments	S	S	-	-	§153.116(D)
Boathouses, upland dredging	S	-	-	S	§153.116(E)
Day care					
Family day care home	S	S	-	-	
Group day care home	S	S	-	-	§153.116(F)
Foster care					
Adult foster care family home	S	S	-	-	
Foster family home and foster family group home	S	S			
Major home occupation	S	S	S	-	§153.116(H)
Minor home occupation	P	P	P	P	§153.116(H)
Solar panels	P	P	P	P	§153.116(J)
Wind energy conversion systems, single accessory	P	P	P	P	§153.116(K)
RESIDENTIAL					
	R1	R2	R4	PC	Specific Requirements
Adult foster care large group home	-	-	S	-	
Adult foster care small group home	S	S	-	-	
Convalescent and nursing homes	-	-	S	-	
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	P	P	P	P	§ 153.117 (G)
Multiple family (3 or more units)	P	P	P	P	§ 153.117 (G)
Accessory dwelling unit	P	P	-	-	
Senior housing; independent living, assisted living and similar facilities	-	-	S	-	§ 153.117 (B)
Rentals	P	P	P	P	§153.158

Boarding/rooming houses	S	S	-	-	
OFFICES AND SERVICES					
Day care center/nursery	S	S	-	-	§153.121(A)
RECREATION AND OPEN SPACE					
Public parks/playgrounds	P	P	P	P	
Athletic courts	P	P	P	P	§153.125(A)
PUBLIC/INSTITUTIONAL					
Churches and customary related uses	P	P	P	P	
Colleges and universities	-	-	S	-	
Community centers	-	-	S	-	
OTHER USES					
Essential service, publicly owned	P	P	P	P	
Site condominium	P	P	P	P	§153.117(C)

SECTION 6. Title XV, Chapter 153, Residential Districts, Section 153.072 Area, Height, and Placement Requirements Table 153.072(a) and item (B) shall be repealed and replaced and shall read as follows:

<i>Table 153.072(a): Lot and Width Requirements in Residential Districts</i>		
Zoning District	Minimum Lot Area (sq. ft.)	Minimum Lot Width (ft.)
R1	9,000	70
R2	6,000	50
R4	15,000	80
PC	NA	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.

SECTION 7. Title XV, Chapter 153, Residential Districts, Section 153.072 Area, Height, and Placement Requirements Table 153.072(b) shall be repealed and replaced and shall read as follows:

	Table 153.072(b): Dimensional Requirements in Residential Districts								
Zoning District	Max. Building Height (ft.)	Minimum Yard Setbacks (ft.)				Maximum Lot Coverage (%)	Min. Gross Floor Area (sq. ft.)		Principle Structure Minimum Width (ft.) ⁷
		Front					1 Story	2 Stories	
			Side Interior	Street Side	Rear				
R1	26 ⁶	15 ²	10 ²	15 ²	25 ²	40 ^{3,5}	800	1200	20
R2	26 ⁶	15	8	15	25	40 ^{4,5}	800	1200	20

PC	26	0 ¹	0 ¹	0 ¹	0 ¹	NA	0	0	20
R4 ⁸	35	15	15	15	25	50	800	1200	20

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

¹ 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.

² Setbacks within the C&O Club Development shall be 35 feet for front yard, 15 feet for side yard and 25 feet for rear yard.

³ Maximum lot coverage shall be 50% for lots less than 7,000 square feet.

⁴ Maximum lot coverage shall be 50% for lots less than 4,500 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 Does not include clustered homes, or courtyard homes.

⁸ Planning Commission Site Plan Approval

SECTION 8. Title XV, Chapter 153, Residential Districts, Section 153.072 Area, Height, and Placement Requirements item C. and Table 153.072(c) shall be repealed and replaced and shall read as follows:

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

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

SECTION 9. Title XV, Chapter 153, Residential Districts, Section 153.072 Area, Height, and Placement Requirements, Table 153.072(d) and item (E) (2) Development Requirements, items (a), (b), (c) and (e) shall be repealed and replaced and shall read as follows:

Table 153.072(d): Dimensional Requirement in Multiple-family Dwellings in the R4 Zone									
Max. Building Height (ft.)	Minimum Yard Setbacks (ft.)				Lot Coverage (%)	Min. Floor Area (sq. ft.), based on number of bedrooms			Distance Between Buildings
	Yard Adjacent to:	Front	Side	Rear		1 bedroom / efficiency	2 bedrooms	3 bedrooms	

35	All districts	15	15	25	50	400	600	900	20
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(E) *R4 District; additional requirements for multiple-family dwellings.*

(2) Development requirements.

(a) Distance between buildings. The horizontal distance measured between buildings, forming courts and courtyards, shall not be less than 20 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 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) 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.

SECTION 10. Title XV, Chapter 153, Residential Districts, Section 153.072 Area, Height, and Placement Requirements, Table 153.072(f) shall be repealed and replaced and shall read as follows:

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

SECTION 11. Title XV, Chapter 153, Residential Districts, Section 153.102 West Garfield Avenue General Commercial Overlay District and item (C) Permitted uses, item (D) Other regulations and item (E) Dimensional requirements item (2) shall be repealed and replaced and shall read as follows:

(C) Permitted uses. The following uses shall be permitted:

- (1) Restaurants, not including drive-through establishments;
- (2) Convenience stores;
- (3) Grocery stores;
- (4) Single Multi-family residential;
- (5) 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 which furnishes convenient goods and services to meet the daily needs of the residents of the neighborhood 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)(2) Height. The maximum permitted building height shall be 30 feet.

SECTION 12. Title XV, Chapter 153, Residential Districts, Section 153.117 Residential Uses, item (A) Dwellings, single-family attached or detached (outside manufactured home communities) item 7 shall be repealed and replaced and shall read as follows:

(A)(7) A recreational vehicle, vehicle chassis or tent is not considered a dwelling.

SECTION 13. Title XV, Chapter 153, Residential Districts, Section 153.117 Residential Uses, (B) Site condominiums and items (1) and (2) shall be repealed and the section headers shall be relabeled accordingly in alphabetical order.

SECTION 14. Title XV, Chapter 153, Residential Districts, Section 153.117 Residential Uses, previously labeled (G) Single-family attached and single multiple-family buildings now relabeled (E) shall be repealed and replaced and shall read as follows:

(E) 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.

(2) The main entrance is located in the building façade of the principal frontage.

(3) A maximum of two entrance per building façade.

(4) Parking is located in the rear or on the side of the building.

(5) Parking access is from the alley where available, otherwise access may be from the side or front lot line.

(6) The principal building façade shall have a minimum of 20% glazing (windows). There shall be a minimum of two 6 sq ft windows per non-street facing building façade.

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

SECTION 15. Title XV, Chapter 153, Residential Districts, Section 153.117 Residential Uses, item (G) shall be repealed and replaced and shall read as follows:

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

SECTION 16. Title XV, Chapter 153, Residential Districts, Section 153.125 Other Uses item (E) Short term rentals shall be repealed and the section headers shall be relabeled accordingly in alphabetical order.

SECTION 17. Title XV, Chapter 153, Residential Districts, Section 153.237 Standards for Site

Plan Approval item (F) (2) shall be repealed and replaced and shall read as follows:

(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.

SECTION 18. 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 19. Effective Date

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

Ordinance No. 842 was adopted on the 18th day of December 2023 A.D., by the Charlevoix City Council as follows:

Motion by: Spring

Seconded by: Kalbfell

Yeas: Parr, Spring, Knapp, Cole, Kalbfell, Hagen

Nays: None

Absent: None

Motion carried.

7. All Other Actions and Requests

A. Homeowner Rehabilitation Grant Funding Opportunity

Jonathan Scheel, Zoning Administrator

Jonathan Scheel, Zoning Administrator, explained the potential grant opportunity which aligns with the Master Plan as well as City Council's goals. Mr. Scheel answered questions from Council.

Mayor Gennett opened the item for public comment. One was heard.

Motion by Kalbfell, seconded by Hagen to authorize staff to submit a grant proposal for up to \$50,000 for the Housing Readiness Incentive Grant.

Yeas: Parr, Spring, Knapp, Cole, Kalbfell, Hagen

Nays: None

Absent: None

Motion carried.

B. Local Government Approval for Off-Premises Tasting Room License-Lost Cellars, Inc.

Mark Heydlauff, City Manager

City Manager Heydlauff explained the local government approval process and Lost Cellars' application. Mr. Heydlauff also stated the DDA is considering Lost Cellar's as a sublease in the Bridge Park building. City Manager Heydlauff answered questions from Council.

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

Motion by Cole, seconded by Spring to approve Resolution 2023-12-02 recommending approval for an off-premises tasting room license for Lost Cellars.

CITY OF CHARLEVOIX

RESOLUTION NO. 2023-12-02

LOCAL GOVERNMENT APPROVAL FOR OFF-PREMISES TASTING ROOM LICENSE

A. At a regular meeting of the City of Charlevoix called to order by Mayor Lyle Gennett on December 18, 2023, at 6:00 p.m. the following resolution was offered:

B. Motion by Cole, seconded by Spring that the application from Lost Cellars, Inc. for a NEW OFF-PREMISES TASTING ROOM LICENSE to be located at: 109 Bridge Park Drive, Charlevoix, MI 49720.

C. It is the consensus of this body that it recommends this application be considered for approval by the Michigan Liquor Control Commission.

RESOLVED this 18th day of December 2023 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas: Parr, Spring, Knapp, Cole, Kalbfell, Hagen

Nays: None

Absent: None

Motion carried.

C. Sale of Land for Utility Shed

Mark Heydlauff, City Manager

City Manager Heydlauff explained the request from PFN regarding purchasing a parcel of land to install their utility shed to expand fiber in the area. City Manager Heydlauff answered from Council.

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

Motion by Parr, seconded by Knapp to authorize the City Manager to perform due diligence and prepare legal documents for the sale of a parcel not to exceed 100 feet by 100 feet within the city-owned stump dump parcel off US 31 South in Charlevoix Township.

Yeas: Parr, Spring, Knapp, Cole, Kalbfell, Hagen

Nays: None

Absent: None

Motion carried.

D. Mayoral Appointments

Mayor Lyle Gennett

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

Motion by Cole , seconded by Kalbfell to confirm the mayor's appointment of Dale Meredith to the Compensation Commission for a term to expire on December 31, 2028.

Yeas: Parr, Spring, Knapp, Cole, Kalbfell, Hagen

Nays: None

Absent: None

Motion carried.

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

Motion by Kalbfell , seconded by Hagen to confirm the mayor's appointment of Jennifer Muladore to the Shade Tree & Park Commission for a term to expire on December 31, 2026.

Yeas: Parr, Spring, Knapp, Cole, Kalbfell, Hagen

Nays: None

Absent: None

Motion carried.

8. Reports and Communications

A. Public Comment

B. City Manager's Comments

- Thanked the Electric Department for their quick response in the recent power outage
- The variable frequency drive project is moving forward at the Water Plant
- There is tree trimming occurring at the airport near the approaches which is required by the FAA
- The new EV charging stations will be installed soon and the old EV station might be repurposed
- On January 9, the bridge will closed from 7pm to 7am, staff is taking the necessary steps in planning for all essential services
- Congrats to Officer Orban for appearing on the cover of Michigan Association of Chiefs of Police magazine

C. Mayor and Council Comments

- Council collectively thanked the Electric Department for all their hard work
- Council collectively wished everyone a Merry Christmas

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:23 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: January 2, 2024

Presented By:

Background:

Recommendation:

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

Attachments:

1. Check Registers 01-02-24 Agenda

Check Number	Payee	Amount
12/20/2023		
141354	ACLARA TECHNOLOGIES LLC	66,892.84
141355	AT&T	1,635.11
141356	AT&T MOBILITY	845.40
141357	CHARTER COMMUNICATIONS	696.12
141358	DELTA DENTAL	3,436.62
141359	PRIORITY HEALTH	48,564.52
141360	RANGE TELECOMMUNICATIONS	206.00
141361	TELNET WORLDWIDE	158.81
141362	VSP INSURANCE CO. (CT)	563.26
141363	WEX BANK	8,039.98
Total 12/20/2023:		131,038.66
Grand Totals:		131,038.66

Summary of Check Registers & ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

12/20/23	Special Accounts Payable Run	\$	131,038.66
12/22/23	Payroll (net pay)	\$	95,682.22
12/22/23	Payroll Transmittal Checks	\$	5,895.11
12/27/23	Special Accounts Payable Run	\$	5,968.23
01/03/24	Regular Accounts Payable	\$	203,842.11
Checks Sub-Total:		\$	442,426.33

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

12/18/23	MI Public Power Agency	\$	27,674.36
12/20/23	Enterprise FM Trust (fleet lease)	\$	4,326.98
12/22/23	IRS (Payroll Tax Deposit)	\$	35,204.13
12/22/23	Alerus Financial (HCSP)	\$	558.00
12/22/23	Vantagepoint (401 Plan)	\$	1,094.68
12/22/23	Vantagepoint (457 Plan)	\$	20,609.35
12/22/23	Vantagepoint (Roth IRA)	\$	1,140.00
12/22/23	State of MI (Withholding Tax)	\$	5,177.93
12/22/23	MERS (Defined Benefit Plan)	\$	61,898.41
12/26/23	MI Public Power Agency	\$	210,960.15
12/26/23	MI Public Power Agency	\$	8,075.72

ACH Sub-Total: \$ 376,719.71

Huntington National Bank Total: \$ 819,146.04

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

Special A/P Tax Disbursement \$ -

Charlevoix State Bank Total: \$ -

Grand Total: \$ 819,146.04

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
12/16/2023	PC	12/22/2023	38695	FLANDERS, FRANCIS B.	90		44.04
12/16/2023	PC	12/22/2023	38696	BRYAN, BRENDA L.	91		46.17
12/16/2023	PC	12/22/2023	38697	HEYDLAUFF, MARK L.	102		3,870.89
12/16/2023	PC	12/22/2023	38698	DVORACEK, SARAH J.	105		2,237.63
12/16/2023	PC	12/22/2023	38699	DEROSIA, PATRICIA E.	107		902.06
12/16/2023	PC	12/22/2023	38700	DOTSON, LINDSEY J.	109		1,657.91
12/16/2023	PC	12/22/2023	38701	KLOOSTER, ALIDA K.	121		1,981.14
12/16/2023	PC	12/22/2023	38702	BARNEVELD, RICHELLE	123		1,372.56
12/16/2023	PC	12/22/2023	38703	SCHULZ, GINNY L.	125		1,560.72
12/16/2023	PC	12/22/2023	38704	DAVIDSON, JESSICA-RA	127		1,467.94
12/16/2023	PC	12/22/2023	38705	MILLER, FAITH G.	142		29.88
12/16/2023	PC	12/22/2023	38706	MCGINN, KELLY A.	146		2,306.53
12/16/2023	PC	12/22/2023	38707	SCHEEL, JONATHAN D.	149		1,822.32
12/16/2023	PC	12/22/2023	38708	MCDONNELL, JILL L.	202		2,242.88
12/16/2023	PC	12/22/2023	38709	UMULIS, MATTHEW T.	205		1,811.16
12/16/2023	PC	12/22/2023	38710	ORBAN, BARBARA K.	209		1,314.52
12/16/2023	PC	12/22/2023	38711	RILEY, DENISE M.	213		554.60
12/16/2023	PC	12/22/2023	38712	MUNK, CHRISTOPHER J.	215		1,800.39
12/16/2023	PC	12/22/2023	38713	CHRISTIANSEN, BRIAN D	218		2,190.66
12/16/2023	PC	12/22/2023	38714	YOUNG, KRISTEN L.	230		543.18
12/16/2023	PC	12/22/2023	38715	WURST, RANDALL W.	411		1,603.65
12/16/2023	PC	12/22/2023	38716	HILLING, NICHOLAS A.	413		1,891.93
12/16/2023	PC	12/22/2023	38717	MEIER III, CHARLES A.	421		1,527.85
12/16/2023	PC	12/22/2023	38718	ZACHARIAS, STEVEN B.	422		1,980.19
12/16/2023	PC	12/22/2023	38719	NEWMAN, MARK J.	424		1,796.13
12/16/2023	PC	12/22/2023	38720	LOUGHMILLER, JOHN A.	425		1,811.30
12/16/2023	PC	12/22/2023	38721	GRIFFITH, JOHN J.	500		2,535.61
12/16/2023	PC	12/22/2023	38722	EATON, BRAD A.	515		2,893.51
12/16/2023	PC	12/22/2023	38723	WILSON, TIMOTHY J.	516		3,022.31
12/16/2023	PC	12/22/2023	38724	LAVOIE, RICHARD L.	519		2,018.89
12/16/2023	PC	12/22/2023	38725	STERRETT, PHILLIP R.	520		1,936.22
12/16/2023	PC	12/22/2023	38726	STEVENS, BRANDON C.	521		2,964.76
12/16/2023	PC	12/22/2023	38727	WHITLEY, ANDREW T.	522		2,624.38
12/16/2023	PC	12/22/2023	38728	FARRELL, MITCHELL L.	524		2,039.71
12/16/2023	PC	12/22/2023	38729	ANDERSON, ELIZABETH	526		1,456.19
12/16/2023	PC	12/22/2023	38730	KENWABIKISE, DAVID L.	528		1,306.71
12/16/2023	PC	12/22/2023	38731	ELLIOTT, PATRICK M.	600		3,201.08
12/16/2023	PC	12/22/2023	38732	MORRISON, KEVIN P.	601		1,309.14
12/16/2023	PC	12/22/2023	38733	SCHWARTZFISHER, JOS	603		1,183.88
12/16/2023	PC	12/22/2023	38734	FURGESON, JUSTIN L.	613		1,755.81
12/16/2023	PC	12/22/2023	38735	BRADLEY, KELLY R.	614		1,765.66
12/16/2023	PC	12/22/2023	38736	HART II, DELBERT W.	616		1,606.15
12/16/2023	PC	12/22/2023	38737	JONES, ROBERT F.	618		1,632.98
12/16/2023	PC	12/22/2023	38738	THORP JR, WILLIAM D.	623		1,540.77
12/16/2023	PC	12/22/2023	38739	LEITNER, RYAN S.	624		1,756.33
12/16/2023	PC	12/22/2023	38740	NOWKA, STEPHEN P.	626		1,630.82
12/16/2023	PC	12/22/2023	38741	REID, ROB A.	632		1,518.53
12/16/2023	PC	12/22/2023	38742	KNORR, KENT J.	700		2,223.43
12/16/2023	PC	12/22/2023	38743	ANZELL, BETH A.	702		1,546.17
12/16/2023	PC	12/22/2023	38744	DVORACEK, HAYDEN R.	762		37.00
12/16/2023	PC	12/22/2023	38745	BEMIS, ADDISON J.	766		88.10
12/16/2023	PC	12/22/2023	38746	BOSS, BEAU J.	788		1,679.73
12/16/2023	PC	12/22/2023	38747	BEMIS, GARRETTSON G.	797		92.35
12/16/2023	PC	12/22/2023	38748	SCHOLEY, ROBERT W.	902		2,006.21
12/16/2023	PC	12/22/2023	38749	OLIVER, GRANT T.	915		1,059.87
12/16/2023	PC	12/22/2023	38750	POSTMUS, ANTHONY H.	916		1,118.59
12/16/2023	PC	12/22/2023	38751	DOUGLAS, MARK	935		1,501.97

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
12/16/2023	PC	12/22/2023	38752	FRATRICK, JOSEPH W.	940		798.34
12/16/2023	PC	12/22/2023	141345	TIMMS, ROBERT N	92		46.17
12/16/2023	PC	12/22/2023	141346	BOSS JR, DALE E.	701		1,416.62
Grand Totals:			60				95,682.22

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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
12/16/2023	12/22/2023	141347	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,095.58
12/16/2023	12/22/2023	141348	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	69.80
12/16/2023	12/22/2023	141348	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	498.48
12/16/2023	12/22/2023	141349	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,500.00
12/16/2023	12/22/2023	141350	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	672.39
12/16/2023	12/22/2023	141351	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
12/16/2023	12/22/2023	141352	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,564.95
12/16/2023	12/22/2023	141353	THE HARTFORD	9035	LIFE - VOLUNTARY Pay Period:	276.73
12/16/2023	12/22/2023	141353	THE HARTFORD	9035	SPOUSE LIFE Pay Period: 12/16	51.29
12/16/2023	12/22/2023	141353	THE HARTFORD	9035	CHILD LIFE Pay Period: 12/16/2	11.00
12/16/2023	12/22/2023	141353	THE HARTFORD	9035	AD&D - VOLUNTARY Pay Period	28.60
12/16/2023	12/22/2023	141353	THE HARTFORD	9035	SPOUSE AD&D Pay Period: 12/1	5.09
12/16/2023	12/22/2023	141353	THE HARTFORD	9035	CHILD AD&D Pay Period: 12/16/	4.65
Grand Totals:		<u>13</u>				<u>5,895.11</u>

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Check Number	Payee	Amount
12/27/2023		
141367	CHARLEVOIX STATE BANK	5,566.55
141368	CHARTER COMMUNICATIONS OPERA	89.98
141369	GREAT LAKES ENERGY	311.70
Total 12/27/2023:		5,968.23
Grand Totals:		5,968.23

Check Number	Payee	Amount
01/03/2024		
141370	ABILITA	2,250.00
141371	ALL-PHASE ELECTRIC SUPPLY CO	290.96
141372	AMAZON CAPITAL SERVICES	504.55
141373	AMERICAN LEGAL PUBLISHING CORP	166.39
141374	ANDERSON, ELIZABETH A.	50.00
141375	ANZELL, BETH A.	50.00
141376	ART'S AUTO & TRUCK PARTS	774.41
141377	AVFUEL CORPORATION	520.00
141378	BALLARD'S PLUMBING AND HEATING	1,021.94
141379	BAY STREET ORTHOPAEDICS PLLC	200.00
141380	BEHAN WINDOW CLEANING	1,050.00
141381	BOSS JR, DALE E	2,500.00
141382	CCP INDUSTRIES INC	320.07
141383	CDW GOVERNMENT	377.34
141384	CHARLEVOIX COUNTY TREASURER	1,545.40
141385	CHARLEVOIX PEST CONTROL INC.	150.00
141386	CHARLEVOIX TOWNSHIP TREASURE	38,300.00
141387	CINTAS	204.47
141388	CINTAS CORPORATION	741.92
141389	CIVICPLUS LLC	4,306.37
141390	CONWAY PROFESSIONAL SERVICES	4,210.00
141391	D&D ELECTRONICS	2,010.00
141392	DELL MARKETING LP	3,032.48
141393	DeROSIA, PATRICIA E.	50.00
141394	DIXON ENGINEERING INC	4,500.00
141395	DOTSON, LINDSEY J.	50.00
141396	DOUGLAS, MARK	50.00
141397	DVORACEK, SARAH	50.00
141398	ELLIOTT, PATRICK M.	50.00
141399	ELLSWORTH FARMERS EXCHANGE	1,205.00
141400	FISHER SCIENTIFIC	496.35
141401	FREEDOM MAILING SERVICES INC	2,677.64
141402	FULL COMPASS SYSTEMS LTD	3,908.65
141403	GALLS LLC	44.52
141404	GRAINGER	902.76
141405	GRAINGER	505.52
141406	GREAT LAKES ASPHALT SERVICES	1,250.00
141407	GRIFFITH, JOHN J	331.65
141408	GRP ENGINEERING INC	3,219.97
141409	HEYDLAUFF, MARK L.	50.00
141410	HILLING, NICHOLAS A.	50.00
141411	HOUSING NORTH	175.00
141412	INTEGRITY BUSINESS SOLUTIONS	41.83
141413	J RANCK ELECTRIC INC	41,124.60
141414	JACK DOHENY COMPANY	820.71
141415	JOHNSTONE, SAMANTHA	8.50
141416	KALAMAZOO SANITARY SUPPLY LLC	319.62
141417	KENNEDY, JAMES	1,000.00

Check Number	Payee	Amount
141418	KIWANIS CLUB OF CHARLEVOIX	40.00
141419	KLOOSTER, ALIDA K.	50.00
141420	KNORR, KENT J.	50.00
141421	LAKESHORE TIRE & AUTO SERVICE	155.20
141422	LAVOIE, RICHARD L	105.00
141423	LITTLE TRAVERSE DISPOSAL LLC	856.99
141424	MACGREGOR PLUMBING & HEATING	2,335.00
141425	MAGNUS, TONY	100.00
141426	MANAGEMENT AND BEHAVIOR CONS	880.00
141427	MCDERMOTT, DENNIS J.	50.00
141428	MCDONNELL, JILL L	50.00
141429	McGINN, KELLY A.	50.00
141430	MCLEAN ENGINEERING CO INC	169.63
141431	MICHIGAN ASSOCIATION OF CHIEFS	280.00
141432	MINERAL MASTERS	2,390.00
141433	MUTT MITT	1,919.77
141434	MWEA	900.00
141435	OHM ADVISORS	2,916.00
141436	OLSON & HOWARD	2,464.50
141437	OTIS, MARY GRACE	187.50
141438	PHYSICIANS CLINIC OF CHARLEVOIX	105.02
141439	PLUNKETT COONEY	220.00
141440	POWER LINE SUPPLY	5,405.40
141441	POWER SYSTEM ENGINEERING INC	8,808.98
141442	PREIN & NEWHOF	7,683.50
141443	QUILL LLC	293.42
141444	R B LYONS INC	3,850.00
141445	RAMSBY DRILLING INC.	10,505.51
141446	ROI ENERGY INVESTMENTS LLC	1,175.43
141447	SCHEEL, JONATHAN D	50.00
141448	SCHOLEY, ROBERT W.	50.00
141449	SCIENTIFIC BRAKE - GAYLORD	402.98
141450	SOUTH POINT COLLISION INC	411.20
141451	SPAULDING MANUFACTURING INC	2,016.00
141452	STATE OF MICHIGAN	180.00
141453	STATE OF MICHIGAN	335.00
141454	STATE OF MICHIGAN	1,245.91
141455	STUART C IRBY CO	2,407.50
141456	SUMMIT FIRE PROTECTION	591.00
141457	SWANSON K & D INC	500.00
141458	TERMINAL SUPPLY CO	135.60
141459	TOP LINE ELECTRIC LLC	240.00
141460	TRACE ANALYTICAL LABORATORIES I	611.00
141461	TRUCK & TRAILER SPECIALTIES	4,738.27
141462	UNIFIRST CORPORATION	328.38
141463	UP NORTH ASSESSING INC	5,500.00
141464	UPPER CASE PRINTING INK.	1,573.00
141465	USABLUBOOK	699.80
141466	VANDERWEIDE, MARK	205.00

Check Number	Payee	Amount
141467	WURST, RANDALL W.	50.00
141468	YOUNG, KRISTEN L.	50.00
141469	ZIXCORP	66.00
Total 01/03/2024:		203,842.11
Grand Totals:		203,842.11

Check Number	Payee	Amount
12/18/2023		
121823001	MICHIGAN PUBLIC POWER AGENCY	27,674.36
Total 12/18/2023:		27,674.36
Grand Totals:		27,674.36

Check Number	Payee	Amount
12/20/2023		
122023001	ENTERPRISE FM TRUST	4,326.98
Total 12/20/2023:		4,326.98
Grand Totals:		4,326.98

Check Issue Date	Check Number	Payee	Amount
122223001			
12/22/2023	12222300	**EFTPS* Payroll Taxes	9,012.20
12/22/2023	12222300	**EFTPS* Payroll Taxes	9,012.20
12/22/2023	12222300	**EFTPS* Payroll Taxes	2,196.48
12/22/2023	12222300	**EFTPS* Payroll Taxes	2,196.48
12/22/2023	12222300	**EFTPS* Payroll Taxes	12,786.77
Total 122223001:			
	5		35,204.13
122223002			
12/22/2023	12222300	Alerus Financial	558.00
Total 122223002:			
	1		558.00
122223003			
12/22/2023	12222300	MissionSquare - 401 Plan 109153	1,094.68
Total 122223003:			
	1		1,094.68
122223004			
12/22/2023	12222300	MissionSquare - 457 Plan 300959	4,477.00
12/22/2023	12222300	MissionSquare - 457 Plan 300959	2,734.60
12/22/2023	12222300	MissionSquare - 457 Plan 300959	4,655.95
12/22/2023	12222300	MissionSquare - 457 Plan 300959	8,741.80
Total 122223004:			
	4		20,609.35
122223005			
12/22/2023	12222300	MissionSquare - Roth IRA 706117	1,140.00
Total 122223005:			
	1		1,140.00
122223006			
12/22/2023	12222300	STATE OF MICHIGAN	5,177.93
Total 122223006:			
	1		5,177.93
Grand Totals:			
	13		63,784.09



Check Number	Payee	Amount
12/22/2023		
122223007	MERS	61,898.41
Total 12/22/2023:		61,898.41
Grand Totals:		61,898.41

Check Number	Payee	Amount
12/26/2023		
122623001	MICHIGAN PUBLIC POWER AGENCY	210,960.15
122623002	MICHIGAN PUBLIC POWER AGENCY	8,075.72
Total 12/26/2023:		219,035.87
Grand Totals:		219,035.87

Charlevoix City Council

Consent Agenda

Title: Purchase of 2019 John Deere Pro Gator for Charlevoix Golf Course

Date: January 2, 2024

Presented By:

Background:

We are looking to replace a Cushman Hauler that is well over 30 years old. The hauler is used by our maintenance crew to haul small equipment as well as supplies throughout the golf course. The current Cushman Hauler is well past its life expectancy, and we can no longer find parts for repairs. We have been trying to find a gently used hauler through most of last year. This 2019 John Deere Pro Gator has under 1200 hours of usage and will meet our needs for maintenance usage. New John Deere Pro Gators are selling for nearly \$45,000.

Recommendation:

Motion to approve the purchase of one 2019 John Deere Pro Gator from Spartan Distributors for \$15,000.

Attachments:

1. John Deere Quote from Spartan Dist.

December 4, 2023

Charlevoix Municipal Golf Course
210 State Street
Charlevoix, MI 49720

487 W Division Street
PO Box 246
Sparta, MI 49345
616.887.7301
Fax: 616.887.6288

1050 Opdyke Road
Auburn Hills, MI 48326
248.373.8800
Fax: 248.373.8899

We are pleased to provide a quote on the following equipment:

(1)	(USED) 2019 John Deere Pro Gator	\$ 15,000.00
	▪ As – Is ▪ 5 Speed ▪ Hydraulic Dump Bed	

Price in effect upon delivery

Equipment is subject to 6% Michigan sales tax. \$ 250.00 documentation fee on Leases.

DELIVERY: When Available

TERMS: Net 30 days

Thank you for your interest in our line of equipment. If you have any questions please feel free to call me at 616-450-4685.

Sincerely,

Joe Ettawageshik
Commercial Turf Sales

Charlevoix City Council

Consent Agenda

Title: Generator Maintenance Agreement

Date: January 2, 2024

Presented By:

Background:

The City has seven generators located at various city facilities that operate critical infrastructure during power outages. These generators require annual maintenance. This contract would be for annual maintenance on the generators for three (3) years at the cost of \$18,308.47.

Recommendation:

Motion to approve the three (3) year maintenance agreement with Cummins Sales and Services for \$18,308.47 to service the generators and authorize the City Manager to sign all necessary documents.

Attachments:

1. 212584 Cummins Generator Planned Maintenance Renewal Quote_encrypted_ (1)



Sales and Service

SAGINAW MI BRANCH
722 N. OUTER DR.
SAGINAW, MI 48601
Phone: 989-752-5200

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF CHARLEVOIX 210 STATE ST Charlevoix, MI 49720	Contact: Randy Wurst Phone: 231 547-3274 Fax: 231 547-3648 Cust Id: 197225	Quote Date: 14-DEC-23 Quote Expires: 31-MAR-24 Quote Num: 212584 Quoted By: Courtney Grimes Quote Term: 3 Year(s)

Site Information

1	CHARLEVOIX, CITY OF	210 STATE ST	CHARLEVOIX	MI	49720
2	CHARLEVOIX WTP	97 GRANT ST	CHARLEVOIX	MI	49720
3	CHARLEVOIX WWTP	15116 LAKE SHORE DRIVE	CHARLEVOIX	MI	49720
4	CHARLEVOIX, CITY OF	101 BRIDGE PARK DR	CHARLEVOIX	MI	49720
5	CHARLEVOIX PUMP STATION	0660 N M 66	CHARLEVOIX	MI	49720

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	210 STATE ST.	GENERAC	GEN SET	96A00673-S	2025899	ST
2	J170257709	ONAN	GEN SET	DFEJ-1793411-N	J170257709	ST
3	G150851642	ONAN	GEN SET	DFEJ-1509114	G150851642	ST
3	WWTP MOBILE	ONAN	GEN SET	DSFAB-3396049	A100093161	ST
4	101 BRIDGE PAR	GENERAC	GEN SET	95A05465-S	2025001	ST
4	AIRPORT35KW	ONAN	GEN SET	GGFD-4492487	L000185395	ST
5	PUMP STATION	ONAN	GEN SET	GGHG-5781469	L060998384	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	210 STATE ST.	FULL SERVICE	2	547.74	1,095.48
		FULL SVC/LB (2 HR)	1	1,108.33	1,108.33
2	J170257709	FULL SERVICE	2	870.73	1,741.46
		FULL SVC/LB (2 HR)	1	1,622.63	1,622.63
3	G150851642	FULL SERVICE	2	870.73	1,741.46
		FULL SVC/LB (2 HR)	1	1,622.63	1,622.63
3	WWTP MOBILE	FULL SERVICE	2	528.57	1,057.14
		FULL SVC/LB (2 HR)	1	1,041.76	1,041.76
4	101 BRIDGE PARK	FULL SERVICE	2	797.56	1,595.12
		FULL SVC/LB (2 HR)	1	1,401.52	1,401.52
4	AIRPORT35KW	FULL SERVICE	2	519.47	1,038.94
		FULL SVC/LB (2 HR)	1	1,038.19	1,038.19
5	PUMP STATION	FULL SERVICE	2	547.74	1,095.48
		FULL SVC/LB (2 HR)	1	1,108.33	1,108.33



Sales and Service

PLANNED MAINTENANCE AGREEMENT

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Generator Planned Equipment Maintenance Quote

Service/Scheduled Month -

Based on previous PM schedule, services are tentatively scheduled for:

Full Service - January 2024 | January 2026

Full Service with 2 Hour Load Bank - January 2025

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:
Darcie Roach
Darcie.Roach@Cummins.com
248-573-1509

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

☐ Opt IN to Automatic Renewal

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.

Load Bank

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below.

Reading will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default.

2.0 Hour Load Bank

☐ *30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours.

☐ 80% of the EPS nameplate kW rating for 2 continuous hours

☐ Other: Please Specify _____

Payment Info

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# _____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:

P.O. Box 772639

Detroit, MI 48277-2639



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF CHARLEVOIX 210 STATE ST Charlevoix, MI 49720	Contact: Randy Wurst Phone: 231 547-3274 Fax: 231 547-3648 Cust Id: 197225	Quote Date: 14-DEC-23 Quote Expires: 31-MAR-24 Quote Num: 212584 Quoted By: Courtney Grimes Quote Term: 3 Year(s)

For any questions regarding your account or additional sales opportunities:
James Sweeney
MA872@Cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization. PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

Standard Agreement Amount	\$18,308.47
Proposal Total	\$18,308.47

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature:

Email:

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ('Claims')), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022

Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: January 2, 2024

Presented By:

Background:

A. Mt. McSaubu Opening

As much as we'd like to have Mt. McSaubu open, the weather has not been cooperating. We were able to make some snow in early December and the forecast suggests we may be able to make more in the next few days but with daytime warm temperatures and the risk of rain, we are concerned this snow would rapidly melt leaving us without any base course in the future. We'll continue watching the weather and take advantage of opportunities when they arise. Given the weather outlook, it could be a couple of weeks before we are able to open for skiing this year. In the meantime, the new Mt. McSaubu sweatshirts are very popular and you can buy them for yourselves or as gifts for your family and friends. Contact the Recreation Department for more information.

B. McSaubu Playground Update

You'll recall a few months ago, the Rotary Club requested permission to move forward with fundraising for installation of a new, accessible playground at Mt. McSaubu. This will be useful for day camp and general recreation for kids throughout the year. The Rotary Club (of which Kent Knorr, Jill McDonnell, and I are members) set a goal of just over \$236,000 for the project. This past week, they crossed the \$100,000 level of support. This is great news for the project and I look forward to the future outcome for it. Donations can be made online at www.rotaryclubofcharlevoix.org/donations or by contacting a Rotarian.

Recommendation:

Attachments:

None

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: January 2, 2024

Presented By:

Background:

Recommendation:

Attachments:

None