



Agenda
City of Charlevoix City Council Regular Meeting
Monday, April 15, 2024 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - April 1, 2024
 - B. Accounts Payable and Payroll Check Registers
 - C. 2024 Hydrant Painting Contract with Giant for \$38,640
 - D. Airport Professional Consulting Services Selection
 - E. Island Airways Terminal Lease Renewal
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Sale of Parcel south of US 31 S
Mark Heydlauff, City Manager
 - B. Community Development Licensing and Enforcement Software
- 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

Consent Agenda

Title: City Council Meeting Minutes - April 1, 2024

Date: April 15, 2024

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. 2024.04.01 CC DRAFT

City of Charlevoix
City Council Regular Meeting Minutes
Monday, April 1, 2024 - 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:

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek

3. Presentations

A. Charlevoix Public Library Update

Ryan Deery-Director

Ryan Deery, Library Director, provided Council with the library's annual updates, including details on the upcoming proposed library millage and budget.

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

Nays: None

Absent: None

Motion carried.

A. City Council Meeting Minutes - March 18, 2024

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
03/25/2024	Special Accounts Payable Run	\$62,620.93
03/28/2024	Payroll (net pay)	\$96,793.39
03/28/2024	Payroll Transmittal Checks	\$5,725.11
04/02/2024	Regular Accounts Payable	\$163,682.47

03/18/2024-03/28/2024	ACH/WIRE Payments	\$985,801.87
Grand Total		\$1,314,623.77
The entire accounts payable and payroll check registers can be viewed on our website.		

- C. Purchase of a New Hot Patch Trailer for \$29,815
Motion to approve the purchase of the hot patch trailer from KM International for a total of \$29,815 and authorize the City Manager to sign any required documents.
- D. Purchase of a New Trackless Tractor for \$208,899.55
Motion to purchase a new trackless tractor from Bell Equipment for a total of \$208,899.55 and authorize the City Manager to sign any required documents.
- E. Purchase of a New Leaf Vac Machine for \$96,483
Motion to approve the purchase of a new leaf vac from Bell Equipment for a total of \$96,483.
- F. Charlevoix Public School Sewer Maintenance Renewal Agreement
Motion to authorize the Mayor and Clerk to sign the sewer maintenance renewal agreement as presented.
- G. Transformer Purchase for \$35,245
Motion to approve the bid from RESCO for two 150 kVA pad mounted transformers in the amount of \$35,245 with an estimated delivery of 24 to 28 weeks.

6. Public Hearings and Actions Requiring Public Hearings

- A. Zoning Ordinance Amendments
Jonathan Scheel, Zoning Administrator
Mayor Gennett opened the item for public comment. None were heard.
Motion by Spring, seconded by Cole to approve Ordinance 848 of 2024 as presented.

CITY OF CHARLEVOIX ORDINANCE NO. 848

AN ORDINANCE AMENDMENT TO AMEND TITLE XV LAND USAGE, CHAPTER 153: PLANNING AND ZONING: SECTIONS 153.101 CENTRAL BUSINESS DISTRICT OVERLAY DISTRICT; 153.116 ACCESSORY BUILDINGS AND USES; 153.117 RESIDENTIAL USES; 153.145 FENCES AND WALLS; 153.149 PROJECTIONS INTO REQUIRED YARDS; 153.151 SETBACK REQUIREMENTS; 153.152 LOT COVERAGE REQUIREMENTS; 153.158 RENTING OF RESIDENTIAL PROPERTIES; 153.189 OFF-STREET PARKING FACILITY DESIGN

THE CITY OF CHARLEVOIX ORDAINS:

Section 1: Title XV, Chapter 153, Section 153.101 Central Business District Overlay District subsections (B), (C) and (E) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(B) Applicability. This overlay district shall include all street level areas of buildings with store entrances facing Bridge Street from Antrim Street north to the Pine River Channel.

(C) Permitted uses.

(1) Food and beverage services, including: grocery stores, restaurants, cafés (including internet cafes), coffee shops, bars, taverns, wine bars, breweries, bakeries, delicatessens, bistros and specialty shops;

(2) Retail stores having a gross area of less than 5,000 square feet; (Appliance, furniture and similar stores selling large scale consumer products are not considered retail.)

(3) Art galleries, frame shops, photography and art studios; and

(4) Small single building hotel and universities

(5) Professional offices and residential unit as not permitted on the street level

(E) Outdoor displays and merchandise. Merchandise or similar goods, and associated displays shall not be permitted on the exterior buildings, entryways or sidewalks, except during City sponsored official sidewalk sales.

Section 2: Title XV, Chapter 153, Section 153.116 Accessory Buildings and Uses subsections (A)2, (A)3, (A)5b, (A)5c, A(6)a, A(6)b, A(7) A(8) through A(11) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(A) Accessory buildings and structures.

A(2) Where an accessory building is attached to the principal building, it shall be considered part of the principal building for purposes of determining setback dimensions and building height. The accessory structure cannot be more than two feet closer to the front yard setback than the principal structure. If, however, the attached accessory building is connected to the principal building by a roofed porch, breezeway or similar covered structure, it shall not exceed 16 feet in height, shall not be closer than 20 feet to the rear lot line and shall meet the front and side yard setback requirements of that zone district.

A(3) In the R1 and R2 Residential Districts, if the principal building has an attached accessory buildings, only one detached accessory building shall be permitted, meeting (5) (a) and (b) of this section.

A(5)b The minimum distance between a principal buildings and detached accessory buildings shall be five feet (Diagram A:3), and meet all building code requirements.

A(6)a Rear yard: six feet from a rear lot line. Accessory structures that store vehicles adjacent to alleys or sidewalks shall not be closer than 20 feet from the edge of the alley or sidewalk surface.

A(6)b Side yards: an accessory building shall conform to the side yard and street side yard setback requirement of the principal building.

A(7) Design standards: The following standards shall apply to buildings larger than 200 square feet:

(a) Detached garages on corner lots shall face side streets. Detached garages on the corner side with driveways extending from the front street are prohibited. When an alley is available,

access will come from the alley.

(b) The location and design maintain a compatible relationship to adjacent properties and does not significantly impact the privacy, light, air, or parking of adjacent properties.

(c) The structure shall be designed so that the appearance maintains that of the principle dwelling. In determining whether a structure is so designed, the structure shall meet the following requirements and Diagram C:

1. Buildings with a flat roof shall have a cornice expression line. A pitched (sloped) roof shall be compatible with the architecture of the principal building (1).
2. Transparency upper floor. Building facades facing streets shall have minimum 10% of the façade be glass between the finish floor line of the second story and bottom of the cornice expression line or bottom eave (2).
3. Transparency ground floor. Building facades facing streets shall have minimum 10% of the façade be glass between the adjacent grade and the finish floor line of the second story (3).
4. Window color and finish should complement the color and architectural style of the principal building (4).
5. Exterior finish should be constructed of similar materials as the principal building or traditional materials such as wood, wood lookalike, brick, or stone.
6. A permanent foundation is required.
7. Any exterior staircases that provide access to a second floor shall not be on the front of either the principal dwelling or the accessory building.
8. Windows that impact the privacy of the neighboring side or rear yards have been minimized or screened.

(d) Driveways, see § 153.189.

(e) Design standards do not apply to single family residences that may be built in the General Commercial (GC), Professional Office (PO) and Commercial Mixed Use (CM) Districts on lots fronting U.S. 31 (Bridge Street and Michigan Avenue) and M-66. (See § 153.170 Building Appearance).

(8) That all parts of the structure within the setbacks areas, comply with applicable building and fire codes.

(9) Prohibited uses within detached accessory structures or accessory structures connected by a breezeway or similar structure in all districts except the R1 and R2 Zones:

- (a) May not contain features that form a habitable dwelling unit or create a second dwelling unit;
- (b) These structures may contain utility sinks, one bathroom, and refrigeration units. Full kitchen facilities that include a range or stove are prohibited; and
- (c) Rooms within accessory structures may be used for additional sleeping quarters for the owner, or resident, and their immediate family provided that these rooms may not be rented out as short-or long-term rentals for any length of time.

(10) Stand-alone carports are prohibited in all zones. Carports attached to existing structures shall meet the requirements of this chapter. Tents, wall tents, garages in a box and similar enclosures are prohibited.

(11) Permanent greenhouses shall be considered an accessory structure and meet the requirements of this section.

Section 3: Title XV, Chapter 153, Section 153.116 Accessory Buildings and Uses subsection B(1), B(7) Accessory Dwelling Units (ADUs) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

B(1) All of the requirements of Division (A), above apply in addition to the ADU-specific requirements of this section with the exception of 153.116 (9) (a), (b), and (c).

B(7) The maximum lot coverage for parcels with an ADU may be increased to a maximum of 50% when stormwater runoff equivalent to 20% of the lot coverage area is collected in rain barrels, rain gardens, or is mitigated via porous concrete or other materials on the parcel and shown that any additional stormwater does not leave the property. See § 153.152.

Section 4: Title XV, Chapter 153, Section 153.117 Residential Uses Subsection A(7) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

A(7) A recreational vehicle, vehicle chassis or tent is not considered a dwelling and is not to be used as a dwelling, temporary or long term.

Section 5: Title XV, Chapter 153, Section 153.117 Residential Uses Subsection C. Accessory dwelling unit of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

C. Accessory dwelling unit (ADU).

(1) ADUs are subject to all applicable regulations of the zoning district in which they are located unless otherwise expressly stated in this section. ADUs are considered an accessory building and shall fit within the standards of § 153.116(A) and (B) which covers both attached and detached ADUs. All ADUs are required to obtain a zoning permit prior to construction.

(2) In districts that allow ADUs, they may be allowed on any legal parcel of record as of January 1, 2019, and there shall be an existing principal residential use on the parcel.

(3) At least one of the units on the parcel shall be occupied by a long-term renter or an owner with at least 50% interest in the subject property. The owner or renter shall occupy either the principal dwelling unit or the ADU as their permanent residence. An ADU shall not be sold independently of the primary dwelling on the parcel.

(4) Dimensional requirement modifications. Under some circumstances, certain dimensional requirements modifications may be granted by a special land use permit after a site plan review by the Planning Commission. Application for modifications may be applied for new construction or pre-existing structures built prior to 2019 that are located within the required setbacks of the district. In order to grant a special land use permit for any modifications, all of the following must be met:

(a) That any walls within the setback areas comply with applicable building and fire codes.

(b) That a setback requirement of a minimum of five feet from the side and rear property lines shall be required.

(c) The location and design of the ADU maintains a compatible relationship to adjacent properties and does not significantly impact the privacy, light, air, or parking of adjacent properties.

(d) Windows on the ADU that impact the privacy of the neighboring side or rear yards have been minimized or screened.

Section 6: Title XV, Chapter 153, Section 153.117 Residential Uses Subsections (E), (F) and (G) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(E) Single-family attached and single multiple-family buildings.

(1) Single-family attached buildings home conversions 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 entrances per building façade.

(4) Parking is located in the rear or on the side of the building and meets the requirements of § 153.187.

(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 six-square-foot windows per non-street facing building façade.

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

(8) Access to any second-floor dwelling unit is provided from the interior of the structure.

(9) All units will have construction code-approved egress.

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

Section 7: Title XV, Chapter 153, Section 153.145 Fences and Walls Subsections (A) and (F) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(A) All fences, walls and other similar structures shall be located on private property and must not obstruct the sight distance of motorists from driveways, roads and intersections. Fences or walls in all districts, except Industrial, shall not exceed six feet in height above grade when located in any portion of the rear or side yard. Fences located in the front yard are permitted; provided, they are open wrought iron, picket, split rail and similar decorative fences, have a maximum opacity of 50% and do not exceed 48 inches above grade.

(F) Fences in the front yard shall have a minimum setback of 12 inches from the front property line.

Section 8: Title XV, Chapter 153, Section 153.149 Projections into Required Yards Subsections (B)1 and (B)2 of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(B)(1) A patio, terrace, deck, balcony or window awning may project no further than ten feet into a required front yard; no further than 15 feet into a required rear yard; and shall not

project into any required side yard.

B(2) In no case, shall a patio, terrace, deck, balcony or awning be placed closer than five feet to any front or rear lot line with the exception of the CBD district where a porch, terrace, deck, balcony or awning may extend to the property line.

Section 9: Title XV, Chapter 153, Section 153.151 Setback Requirements Subsections (A) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(A) Front setback on corner lots. A corner lot shall have two front lot lines: a principal front lot line and a secondary front lot line which is considered a street side setback.

(1) The required front setback shall apply to the principal and street side front lot line on a corner lot.

(2) The required setback for the street side front yard shall be the lesser of the required front setback or the established setback for the principal building on the abutting lot that faces the same street as the street front lot line.

(3) The remaining setbacks shall be side setbacks.

Section 10: Title XV, Chapter 153, Section 153.152 Lot Coverage Requirements Subsections (B) and (C) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(B) Use of materials such as gravel or stone, pavers and similar permeable surfaces shall not count or calculated in lot coverage, however; the use permeable surfaces shall not exceed 25% of the requirements of Table 153.072 (b) Maximum Lot Coverage %.

Section 11: Title XV, Chapter 153, Section 153.158 Renting of Residential Properties Subsections (A) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(A) Short and long-term renting of part of, or entire residential structures is permitted in any zoning district providing all rentals comply with any applicable requirements of city ordinances. Short-term rentals shall be regulated as provided in Chapter 114 of this code.

Section 12: Title XV, Chapter 153, Section 153.189 Off-Street Parking Facility Design Subsections (A)2 and (A)3 of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

A(2) Front yard limitation. In the CBD, GC, PO and CM Districts and single multi-family buildings in the R1 or R2 Districts, the required front yard setback shall not be used for off-street parking, loading, or unloading and shall remain open, unoccupied and unobstructed, except for landscaping or vehicle access drives.

A(3) Proximity. Required off street parking facilities for all uses, other than residential dwellings, shall be located on the same lot as the use, or within 300 feet of the building(s) or use they are intended to serve. Distance shall be measured from the nearest point of the building to the nearest point of the off-street parking lot.

(a) Required off street parking facilities for residential dwellings shall be located on the same property as the premises they are intended to serve and shall consist of a driveway, a parking

apron and/or a garage. Parking for single multifamily structures shall be located at the rear or on the side of the building.

(b) In the CBD District, parking facilities shall be located within 600 feet of the building or use to be served. Distance shall be measured from the nearest point of the building to the nearest point of the off-street parking lot.

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

SECTION 13. 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 14. Effective Date

This Ordinance shall become effective thirty (30) days after its enactment pursuant to the City Charter.

Ordinance No. 848 was adopted on the 1st day of April 2024 A.D., by the Charlevoix City Council as follows:

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

Nays: None

Absent: None

Motion carried.

7. All Other Actions and Requests

- A. The Fraternal Order of Police Labor Council Agreement, dated April 1, 2024 - March 31, 2028 Mayor Gennett opened the item for public comment. None were heard.

Motion by Kalbfell , seconded by Hagen to approve the Fraternal Order of Police Labor Council Agreement dated April 1, 2024-March 31, 2028 and authorize the City Manager and City Clerk sign the contract.

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

Nays: None

Absent: None

Motion carried.

8. Reports and Communications

- A. Public Comment

- B. City Manager's Comments

- The low water levels at Ferry Beach are going to impact the pier, kayak launch and swimming area, Staff is monitoring the levels closely and modifications to the area will need to occur for the public's safety

- Scott Howard, City Attorney, is reviewing the final sale agreement for the utility hut to Peninsula Fiber Network, the agreement will be included on the next agenda

C. Mayor and Council Comments

Council Member Kalbfell asked about the water levels affecting the boat launch and docks. City Manager responded and stated the pier can be adjusted and the dock at the marina is based on a floating system can also be adjusted.

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:17 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: April 15, 2024

Presented By:

Background:

Recommendation:

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

Attachments:

1. Check Registers 04-15-24 Agenda

Check Number	Payee	Amount
04/03/2024		
142071	CHARLEVOIX TOWNSHIP TREASURE	80.84
142072	HARTFORD, THE	2,365.10
Total 04/03/2024:		2,445.94
Grand Totals:		2,445.94

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

04/03/24	Special Accounts Payable Run	\$ 2,445.94
04/12/24	Payroll (net pay)	\$ 119,101.63
04/12/24	Payroll Transmittal Checks	\$ 5,881.11
04/16/24	Regular Accounts Payable	\$ 175,531.18

Checks Sub-Total: \$ 302,959.86

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

04/01/24	MI Public Power Agency	\$ 24,060.67
04/03/24	AMG Payment Solutions	\$ 34.99
04/03/24	Payment Service Network Inc	\$ 259.85
04/08/24	MI Public Power Agency	\$ 21,758.76
04/10/24	DTE Energy	\$ 9,682.09
04/12/24	IRS (Payroll Tax Deposit)	\$ 43,675.29
04/12/24	Alerus Financial (HCSP)	\$ 558.00
04/12/24	Vantagepoint (401 Plan)	\$ 1,094.68
04/12/24	Vantagepoint (457 Plan)	\$ 21,994.62
04/12/24	Vantagepoint (Roth IRA)	\$ 1,190.00
04/12/24	State of MI (Withholding Tax)	\$ 6,552.54

ACH Sub-Total: \$ 130,861.49

Huntington National Bank Total: \$ 433,821.35

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

04/16/24	Tax Disbursement	\$ 29,132.56
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Charlevoix State Bank Total: \$ 29,132.56

Grand Total: \$ 462,953.91

APPROVED:

CITY MANAGER

CITY TREASURER

CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/06/2024	PC	04/12/2024	39257	GENNETT, LYLE E.	49		878.79
04/06/2024	PC	04/12/2024	39258	COLE, SHANE D.	50		524.08
04/06/2024	PC	04/12/2024	39259	HAGEN, AARON W.	56		766.50
04/06/2024	PC	04/12/2024	39260	KALBFELL, JANET P.	58		750.59
04/06/2024	PC	04/12/2024	39261	PARR, PHILIP M.	61		654.13
04/06/2024	PC	04/12/2024	39262	KNAPP, MARK D.	62		566.03
04/06/2024	PC	04/12/2024	39263	SPRING, RICHARD C.	63		533.01
04/06/2024	PC	04/12/2024	39264	HEYDLAUFF, MARK L.	102		3,800.61
04/06/2024	PC	04/12/2024	39265	DVORACEK, SARAH J.	105		2,394.26
04/06/2024	PC	04/12/2024	39266	DEROSIA, PATRICIA E.	107		837.16
04/06/2024	PC	04/12/2024	39267	DOTSON, LINDSEY J.	109		1,699.62
04/06/2024	PC	04/12/2024	39268	KLOOSTER, ALIDA K.	121		2,457.27
04/06/2024	PC	04/12/2024	39269	BARNEVELD, RICHELLE	123		1,363.51
04/06/2024	PC	04/12/2024	39270	SCHULZ, GINNY L.	125		1,595.84
04/06/2024	PC	04/12/2024	39271	DAVIDSON, JESSICA-RA	127		1,468.60
04/06/2024	PC	04/12/2024	39272	MCGINN, KELLY A.	146		2,806.04
04/06/2024	PC	04/12/2024	39273	SCHEEL, JONATHAN D.	149		2,625.90
04/06/2024	PC	04/12/2024	39274	MCDONNELL, JILL L.	202		2,836.59
04/06/2024	PC	04/12/2024	39275	UMULIS, MATTHEW T.	205		1,999.47
04/06/2024	PC	04/12/2024	39276	ORBAN, BARBARA K.	209		2,283.62
04/06/2024	PC	04/12/2024	39277	RILEY, DENISE M.	213		572.08
04/06/2024	PC	04/12/2024	39278	MUNK, CHRISTOPHER J.	215		2,769.20
04/06/2024	PC	04/12/2024	39279	CHRISTIANSEN, BRIAN D	218		1,800.88
04/06/2024	PC	04/12/2024	39280	RAMIREZ, CHARLES V.	219		1,303.06
04/06/2024	PC	04/12/2024	39281	YOUNG, KRISTEN L.	230		1,980.25
04/06/2024	PC	04/12/2024	39282	WURST, RANDALL W.	411		1,693.38
04/06/2024	PC	04/12/2024	39283	HILLING, NICHOLAS A.	413		2,428.46
04/06/2024	PC	04/12/2024	39284	MEIER III, CHARLES A.	421		2,082.61
04/06/2024	PC	04/12/2024	39285	ZACHARIAS, STEVEN B.	422		1,539.90
04/06/2024	PC	04/12/2024	39286	NEWMAN, MARK J.	424		1,716.67
04/06/2024	PC	04/12/2024	39287	LOUGHMILLER, JOHN A.	425		1,830.23
04/06/2024	PC	04/12/2024	39288	GRIFFITH, JOHN J.	500		2,606.70
04/06/2024	PC	04/12/2024	39289	EATON, BRAD A.	515		2,827.14
04/06/2024	PC	04/12/2024	39290	WILSON, TIMOTHY J.	516		3,720.17
04/06/2024	PC	04/12/2024	39291	LAVOIE, RICHARD L.	519		3,048.22
04/06/2024	PC	04/12/2024	39292	STERRETT, PHILLIP R.	520		2,808.38
04/06/2024	PC	04/12/2024	39293	STEVENS, BRANDON C.	521		3,235.46
04/06/2024	PC	04/12/2024	39294	WHITLEY, ANDREW T.	522		3,231.80
04/06/2024	PC	04/12/2024	39295	FARRELL, MITCHELL L.	524		1,975.63
04/06/2024	PC	04/12/2024	39296	ANDERSON, ELIZABETH	526		1,460.44
04/06/2024	PC	04/12/2024	39297	KENWABIKISE, DAVID L.	528		1,310.64
04/06/2024	PC	04/12/2024	39298	ELLIOTT, PATRICK M.	600		3,297.30
04/06/2024	PC	04/12/2024	39299	MORRISON, KEVIN P.	601		1,431.94
04/06/2024	PC	04/12/2024	39300	SCHWARTZFISHER, JOS	603		1,322.50
04/06/2024	PC	04/12/2024	39301	FURGESON, JUSTIN L.	613		2,134.96
04/06/2024	PC	04/12/2024	39302	BRADLEY, KELLY R.	614		1,696.31
04/06/2024	PC	04/12/2024	39303	HART II, DELBERT W.	616		2,084.51
04/06/2024	PC	04/12/2024	39304	JONES, ROBERT F.	618		1,794.67
04/06/2024	PC	04/12/2024	39305	THORP JR, WILLIAM D.	623		1,331.36
04/06/2024	PC	04/12/2024	39306	LEITNER, RYAN S.	624		1,466.76
04/06/2024	PC	04/12/2024	39307	NOWKA, STEPHEN P.	626		1,811.33
04/06/2024	PC	04/12/2024	39308	REID, ROB A.	632		7.80
04/06/2024	PC	04/12/2024	39309	DORAN, JUSTIN J.	634		1,245.38
04/06/2024	PC	04/12/2024	39310	CONWAY, ANNEMARIE	668		46.25
04/06/2024	PC	04/12/2024	39311	FINNERTY, HOLLY E.	669		618.47
04/06/2024	PC	04/12/2024	39312	JOHNSON, RANDY J.	680		380.60
04/06/2024	PC	04/12/2024	39313	KNORR, KENT J.	700		2,317.24

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/06/2024	PC	04/12/2024	39314	ANZELL, BETH A.	702		1,609.84
04/06/2024	PC	04/12/2024	39315	MCDERMOTT, DENNIS J.	732		62.90
04/06/2024	PC	04/12/2024	39316	WALKER, MEREDITH A.	771		92.64
04/06/2024	PC	04/12/2024	39317	BOSS, BEAU J.	788		874.07
04/06/2024	PC	04/12/2024	39318	DRENTH, DOUGLAS A.	838		832.20
04/06/2024	PC	04/12/2024	39319	GILL, DAVID R.	856		973.73
04/06/2024	PC	04/12/2024	39320	LIVINGSTON, BRIAN D.	866		2,224.88
04/06/2024	PC	04/12/2024	39321	KLOOSTER, PATRICK H.	868		148.00
04/06/2024	PC	04/12/2024	39322	SCHOLEY, ROBERT W.	902		1,997.82
04/06/2024	PC	04/12/2024	39323	OLIVER, GRANT T.	915		1,305.15
04/06/2024	PC	04/12/2024	39324	POSTMUS, ANTHONY H.	916		1,240.85
04/06/2024	PC	04/12/2024	39325	DOUGLAS, MARK	935		1,544.57
04/06/2024	PC	04/12/2024	39326	FRATRICK, JOSEPH W.	940		961.75
04/06/2024	PC	04/12/2024	142073	MCDONNELL, JILL L.	202	License/Certification Stipend	175.35
04/06/2024	PC	04/12/2024	142074	UMULIS, MATTHEW T.	205	License/Certification Stipend	177.55
04/06/2024	PC	04/12/2024	142075	ORBAN, BARBARA K.	209	License/Certification Stipend	952.47
04/06/2024	PC	04/12/2024	142076	MUNK, CHRISTOPHER J.	215	License/Certification Stipend	962.13
04/06/2024	PC	04/12/2024	142077	CHRISTIANSEN, BRIAN D	218	License/Certification Stipend	169.30
04/06/2024	PC	04/12/2024	142078	BOSS JR, DALE E.	701		756.86
04/06/2024	PC	04/12/2024	142079	COX, RONALD L.	869		93.92
04/06/2024	PC	04/12/2024	142080	SCHOLEY, ROBERT W.	902	License/Certification Stipend	175.35
Grand Totals:			78				119,101.63

km

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
04/06/2024	04/12/2024	142081	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,095.58
04/06/2024	04/12/2024	142082	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	69.80
04/06/2024	04/12/2024	142082	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	498.48
04/06/2024	04/12/2024	142083	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,330.00
04/06/2024	04/12/2024	142084	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	672.39
04/06/2024	04/12/2024	142085	FOPLC	9039	FOPLC UNION DUES Pay Perio	156.00
04/06/2024	04/12/2024	142086	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
04/06/2024	04/12/2024	142087	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,564.95
04/06/2024	04/12/2024	142088	THE HARTFORD	9035	LIFE - VOLUNTARY Pay Period:	276.73
04/06/2024	04/12/2024	142088	THE HARTFORD	9035	SPOUSE LIFE Pay Period: 4/6/2	51.29
04/06/2024	04/12/2024	142088	THE HARTFORD	9035	CHILD LIFE Pay Period: 4/6/202	11.00
04/06/2024	04/12/2024	142088	THE HARTFORD	9035	AD&D - VOLUNTARY Pay Period	28.60
04/06/2024	04/12/2024	142088	THE HARTFORD	9035	SPOUSE AD&D Pay Period: 4/6/	5.09
04/06/2024	04/12/2024	142088	THE HARTFORD	9035	CHILD AD&D Pay Period: 4/6/20	4.65
Grand Totals:		14				5,881.11

km

Check Number	Payee	Amount
04/16/2024		
142089	ACE HARDWARE	2,043.19
142090	ALL-PHASE ELECTRIC SUPPLY CO	5.88
142091	ALTEC INDUSTRIES INC	699.84
142092	AMAZON CAPITAL SERVICES	112.42
142093	AMERICAN LEGAL PUBLISHING CORP	152.74
142094	APX INC - 9551	81.41
142095	AT YOUR SERVICE PLUS INC	420.00
142096	AT&T MOBILITY	42.55
142097	ATLAS ELECTRIC INC	653.53
142098	AVFUEL CORPORATION	520.00
142099	AVSURANCE CORPORATION	6,237.00
142100	BENNETT, TAWNYA	50.00
142101	BIG BELLY SOLAR INC	50,640.20
142102	BONNEY, JAMES	25.00
142103	BROOKS, RYAN	25.00
142104	BRYAN, KATIE	25.00
142105	CARQUEST OF CHARLEVOIX	1,594.35
142106	CHAMBERS, JIM	25.00
142107	CHARLEVOIX AREA CHAMBER OF CO	500.00
142108	CHARLEVOIX SCREEN MASTERS INC	240.00
142109	CHARTER COMMUNICATIONS	149.98
142110	CINTAS	30.49
142111	CINTAS CORPORATION	527.51
142112	CITY OF CHARLEVOIX - UTILITIES	46,927.10
142113	COMPASS MINERALS AMERICA INC	11,955.87
142114	CONWAY PROFESSIONAL SERVICES	1,180.00
142115	COOPER, BETHANY	100.00
142116	CUMMINS SALES AND SERVICE	674.76
142117	DVORACEK, SARAH	230.29
142118	ECONO SIGNS LLC	1,067.75
142119	FAMILY FARM AND HOME	59.98
142120	FLETCH'S INC	479.63
142121	FREEDOM MAILING SERVICES INC	2,657.34
142122	FRENCH, CHRIS	618.23
142123	FULLFORD, DEBORAH	25.00
142124	GALLS LLC	119.99
142125	GANNETT MICHIGAN LOCALIQ	367.76
142126	GEMINI GROUP LLC	3,553.00
142127	GFL ENVIRONMENTAL	159.13
142128	GOVERNMENTAL PRODUCTS INC	508.88
142129	GRAINGER	437.04
142130	GREEN STREET COTTAGE INC	150.00
142131	HACH COMPANY	558.40
142132	HYDROCORP	2,077.00
142133	INTEGRITY BUSINESS SOLUTIONS	167.67
142134	JOHN E REID & ASSOCIATES INC	450.00
142135	JOINT APPRENTICESHIP & TRAINING	12,114.00
142136	KALAMAZOO SANITARY SUPPLY LLC	1,487.07

Check Number	Payee	Amount
142137	KILROY, GINA	26.39
142138	LAFONTAINE, JONCIE	150.00
142139	MCCARDEL CULLIGAN WATER COND	55.50
142140	MCCLURE, TIMOTHY	75.00
142141	MICHIGAN MUNICIPAL LEAGUE	324.09
142142	NAVIA BENEFIT SOLUTIONS	100.00
142143	NORTH COAST FASTENERS LLC	1,563.53
142144	NUCO2 LLC	200.90
142145	ON DUTY GEAR LLC	1,085.91
142146	PIRIE, SARAH	25.00
142147	POWER LINE SUPPLY	291.83
142148	POWER SYSTEM ENGINEERING INC	3,067.50
142149	POWERPLAN	9,809.26
142150	PRO IMAGE DESIGN - PETOSKEY	861.20
142151	QUADIENT INC	180.00
142152	QUILL LLC	258.40
142153	RAMIREZ, CHARLES V.	75.00
142154	SCHEEL, JONATHAN D	276.04
142155	STANDARD ELECTRIC COMPANY INC	639.47
142156	STERRETT, PHILLIP R.	54.10
142157	STONE & BOULDER HOMES LLC	300.00
142158	STUART C IRBY CO	1,549.02
142159	SUMMIT FIRE PROTECTION	375.00
142160	T&R ELECTRIC	145.00
142161	T.C. RECORD-EAGLE INC	108.95
142162	TELNET WORLDWIDE	154.66
142163	UNIFIRST CORPORATION	275.05
142164	USABBLUEBOOK	126.36
142165	WINDEMULLER ELECTRIC INC.	235.04
142166	WOOD ST COTTAGE INC	150.00
142167	ZIXCORP	66.00
Total 04/16/2024:		175,531.18
Grand Totals:		175,531.18

Check Number	Payee	Amount
04/01/2024		
40124001	MICHIGAN PUBLIC POWER AGENCY	24,060.67
Total 04/01/2024:		24,060.67
Grand Totals:		24,060.67

Check Number	Payee	Amount
04/03/2024		
40324001	AMG PAYMENT SOLUTIONS	34.99
40324002	PAYMENT SERVICE NETWORK INC.	259.85
Total 04/03/2024:		294.84
Grand Totals:		294.84

Check Number	Payee	Amount
04/08/2024		
40824001	MICHIGAN PUBLIC POWER AGENCY	21,758.76
Total 04/08/2024:		21,758.76
Grand Totals:		21,758.76

Check Number	Payee	Amount
04/10/2024		
41024001	DTE ENERGY	9,682.09
Total 04/10/2024:		9,682.09
Grand Totals:		9,682.09

Check Issue Date	Check Number	Payee	Amount
41224001			
04/12/2024	41224001	**EFTPS* Payroll Taxes	11,391.19
04/12/2024	41224001	**EFTPS* Payroll Taxes	11,391.19
04/12/2024	41224001	**EFTPS* Payroll Taxes	2,664.08
04/12/2024	41224001	**EFTPS* Payroll Taxes	2,664.08
04/12/2024	41224001	**EFTPS* Payroll Taxes	15,564.75
Total 41224001:			
	5		43,675.29
41224002			
04/12/2024	41224002	Alerus Financial	558.00
Total 41224002:			
	1		558.00
41224003			
04/12/2024	41224003	MissionSquare - 401 Plan 109153	1,094.68
Total 41224003:			
	1		1,094.68
41224004			
04/12/2024	41224004	MissionSquare - 457 Plan 300959	4,732.00
04/12/2024	41224004	MissionSquare - 457 Plan 300959	2,713.25
04/12/2024	41224004	MissionSquare - 457 Plan 300959	5,011.64
04/12/2024	41224004	MissionSquare - 457 Plan 300959	9,537.73
Total 41224004:			
	4		21,994.62
41224005			
04/12/2024	41224005	MissionSquare - Roth IRA 706117	1,190.00
Total 41224005:			
	1		1,190.00
41224006			
04/12/2024	41224006	STATE OF MICHIGAN	6,552.54
Total 41224006:			
	1		6,552.54
Grand Totals:			
	13		75,065.13



Check Number	Payee	Amount
04/16/2024		
4106	CHARLEVOIX COUNTY TREASURER	6,833.25
4107	CHARLEVOIX DISTRICT LIBRARY	891.84
4108	CHARLEVOIX PUBLIC SCHOOLS	10,261.14
4109	CHARLEVOIX-EMMET ISD	2,475.77
4110	CITY OF CHARLEVOIX - TAXES DUE	7,629.03
4111	LAKE CHARLEVOIX EMS AUTHORITY	854.13
4112	RECREATIONAL AUTHORITY	187.40
Total 04/16/2024:		29,132.56
Grand Totals:		29,132.56

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

Charlevoix City Council

Consent Agenda

Title: 2024 Hydrant Painting Contract with Giant for \$38,640

Date: April 15, 2024

Presented By:

Background:

In the approved 2024 budget, we allocated money within the water fund to sandblast, prime and paint all 280 hydrants within our distribution system. In February, we advertised this work and on March 25, 2024, we opened 5 sealed bids (see attachment). This work would be scheduled to have all the downtown hydrants painted first and then work outward from there, in an effort to disrupt the downtown area and events as little as possible. This work was completed in 2016 by Giant and was very successful and received a lot of community support. This work is not imperative to the operation of our system, but it does show the importance that we put on our assets and properly maintaining them. The bid amount is also within the budgeted amount for this work.

Recommendation:

Motion to accept the bid from Giant for \$38,640 and authorize the City Manager to sign any required documents

Attachments:

1. Hydrant Painting 2024



CITY OF
CHARLEVOIX

Painting Fire Hydrants
Bid Opening at City Hall
March 25, 2024
11 am

Bidder Name	Comments
Giant	\$138/per hydrant
Dave Cole Decorators Inc.	\$446.50/per hydrant
Markley's Precision Co.	\$475/per hydrant
Blastek LLC	\$340/per hydrant
Rivertown Painting Co.	\$295/per hydrant

Charlevoix City Council

Consent Agenda

Title: Airport Professional Consulting Services Selection

Date: April 15, 2024

Presented By:

Background:

The airport utilizes the services of a professional consulting service to assist in many different areas of airport operations, including assistance in acquiring federal and state funding for projects. These services include, but are not limited to; acquisition of snow removal equipment, runway improvements and upgrades, updating the airport layout plan (ALP), hangar construction/improvement, and much more.

We are required to complete the selection process every five years and the contract with our current consulting firm, Reynolds Smith & Hill (RS&H) expired January 1, 2024.

Since then, we have been in the process of selecting a consulting firm to continue assisting the airport with a number of projects that are listed on our RFQ advertisement, which is attached for the council's review.

RS&H and Prein & Newhof responded to our advertisement and request for qualifications.

The selection committee consisting of Rob Scholey, Mark Heydlauff, and John Griffith reviewed each company's statement of qualifications and came to the unanimous decision to continue with RS&H as our airport consultant. The selection process and scoring are attached for Council's review as well.

Recommendation:

Motion to approve RS&H as the airport's professional consulting firm and authorize the airport manager to send letters to the two companies advising them of the selection committee's decision.

Attachments:

1. Airport Consultant Selection Record
2. Airport Consultant Selection Letters

CONSULTANT SELECTION PROCESS RECORD

Airport Name: Charlevoix Municipal Airport
Sponsor: City of Charlevoix

Content of Sponsor's advertisement for Professional Services was reviewed and approved by MDOT-Aeronautics Project Manager prior to posting:

☒ Yes
☐ No

Date advertisement was posted: From: 2/1/24 To: 3/5/24

Where was advertisement posted?
Michigan Dept. of Transportation website

The following Consulting Firms responded to advertisement with Statements of Qualification:

<u>Prein & Newhof</u>	_____
<u>RS&H</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

The following Consulting Firms were solicited directly by Sponsor:

<u>None</u>	_____
_____	_____
_____	_____
_____	_____

The following Consulting Firms were requested by Sponsor to submit Proposals or additional information:

None

The following Consulting Firms were selected by Sponsor for interviews (if applicable):

None

Sponsor's Ranking of Consulting Firms:

RS&H (Most Qualified)
Prein & Newhof
(Least Qualified)

Firms were ranked based on: (please check all that apply)

Face-to-Face Interviews

Telephone Interviews

☐ Information included in Proposals.

☒ Information included in Statements of Qualification

Other _____ (describe)

Selection Panel Members:

Mark Heydlauff
John Griffith
Rob Scholey

Qualifications-Based Selection procedures were used in conducting this Professional Services selection process, and fees for consultant services were not a consideration. Negotiation of fees for consultant services will be performed on a contract-by-contract basis at the time those services are required.

Sponsor Authorized Representative

[Signature]

Date

4/5/24

Title

Airport Manager

PLEASE ATTACH COPY OF SPONSOR ADVERTISEMENT FOR PROFESSIONAL SERVICES.

PLEASE ATTACH COPIES OF SPONSOR FINAL CONSENSUS (OVERALL) SCORING SHEETS THAT WERE USED IN THE RANKING OF EACH CONSULTING FIRM.

PLEASE ATTACH COPY OF SPONSOR NOTIFICATION LETTER TO SUCCESSFULLY SELECTED CONSULTING FIRM.

PLEASE COMPLETE AND SIGN THIS FORM AND SUBMIT IT TO YOUR MDOT-AERONAUTICS PROJECT MANAGER, ALONG WITH THE ATTACHMENTS LISTED ABOVE. THIS FORM AND THE ASSOCIATED ATTACHMENTS MAY BE SCANNED AND FORWARDED TO YOUR PROJECT MANAGER ELECTRONICALLY AS A .pdf FILE.

IMPORTANT!! - PLEASE KEEP ON FILE ALL RECORDS ASSOCIATED WITH THIS SELECTION PROCESS. YOUR SELECTION PROCESS MAY BE AUDITED AT ANY TIME IN THE FUTURE BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND/OR THE FEDERAL AVIATION ADMINISTRATION (FAA). FAILURE TO PROVIDE PROPER DOCUMENTATION MAY RESULT IN THE DETERMINATION OF QUESTIONABLE COSTS AND THE POTENTIAL REQUIREMENT TO REIMBURSE MDOT AND THE FAA THE STATE AND FEDERAL SHARE OF ASSOCIATED PROJECT GRANTS.

Advertisement

Request for Qualifications (RFQ)

The City of Charlevoix, Michigan, intends to select a consultant to assist in airport development projects. Interested consultant firms are requested to submit a Statement of Qualifications (SOQ) in three (3) sealed copies to the attention of the City Clerk, Sarah Dvoracek, 210 State St. Charlevoix, MI 49720 no later than 4:00pm EST on March 5th, 2024. The SOQ should demonstrate the consultant's interest in providing airport planning, architectural/engineering design, and construction administration services focused on the Charlevoix Municipal Airports current five-year Capital Improvement Plan (ACIP). Services will include general consulting and advertisement on airport development issues including assistance in the following projects:

- 2024 Acquire Snow Removal Equipment-SRE carrier vehicle (Tractor)
- 2024 Reconstruct Perimeter Fencing (non 49 CFR 1542)-Access Gate Security Upgrades-Design
- 2024 Improve Airport Drainage/Erosion Control-Taxiway A3 Subsurface Drainage Improvement-Design
- 2025 Reconstruct Perimeter Fencing (49 CFR 1542)-Access Gate Security Upgrades-Construction
- 2025 Improve Airport Drainage/Erosion Control-Taxiway A3 Subsurface Drainage Improvement-Construction
- 2026 Seal Runway Pavement Surface/Joints-MDOT Crack Sealing and Marking
- 2026 Conduct/Update MP study-ALP & Narrative Report
- 2027 Acquire Misc. Land-Railroad ROW
- 2028 Construct/Modify/Improve/Rehab Hangar-Nested Hangar Development
- 2028 Construct/Modify/Improve/Rehab Hangar-Box Hangar Development
- 2029 Acquire Snow Removal Equipment-Carrier Vehicle (Tractor)

Services associated with the above project list, such as ALP updates, programming, drainage improvements, environmental review, approach clearing, paint markings, crack sealing, NAVAID/electrical, land acquisition, and/or planning/user survey studies may be preformed in association with the listed projects as funding and constructability allow. From time to time, projects will be developed as a result of airport inspections, letters of correction and/or emergency circumstances. The selected consultant may be asked to perform said additional work as part of this procurement action.

Land acquisition consultant services necessary to acquire and maintain easements for approaches as depicted in the approved airport layout plan (ALP) is included in the advertisement provided the work by a qualified and properly licensed land acquisition consultant. Land acquisition consultant services necessary for any new development project or new approaches not specifically described in the advertisement shall not be performed by the selected consultant selected under this advertisement and will require sponsor to advertise for and select a separate qualified and properly licensed land acquisition consultant.

This is a Quality Based Selection process, and services for each project will be negotiated independently. SOQ submittals shall include fee or costs. Not all of the services or developed

items listed in this advertisement may be contracted nor eventually required. The Sponsor reserves the right to initiate additional procurement action for any services included in this procurement, but not under contract.

Firms will be ranked in areas such as: familiarity and understanding of the airport needs; corporate history and background in aviation consulting; demonstrated aviation experience and overall project coordination; knowledge/familiarity with FAA and State regulations, policies, and procedures; and success of recent projects. Awards or special recognition achieved by the firm should be highlighted.

Firms should demonstrate their reputation with other airports, by providing at least three (3) airport references within the State of Michigan. Additional information may be requested from the top selected firm or firms. Interviews may be conducted at the discretion of the sponsor.

Projects are anticipated to be initiated between 2024-2029. Projects are expected to be completed over several years and funded in full or in part with funds and/or multiple grants from the Federal Aviation Administration (FAA), State of Michigan, and/or local sources. The selected firm will be subject to all state and federal requirements.

Questions can be directed to: Rob Scholey, (231) 547-3605 or roberts@charlevoixmi.gov

Charlevoix Municipal Airport Consultant Selection Criteria

Firm: RS&H
 Airport: CVX
 Selection Committee Member: Heydlauff
 Date: April 2

Categories/Questions	Rating *	Notes
Qualifications Specialized experience and technical competence to perform professional services. Qualified in-house staff, established sub-consultant relationships.	5	significant depth of airport specific staff
Soundness of Approach Solid technique of analysis, comprehensive problem solving, accomplishing objectives	4	good experience in the past
Integrity Past record of performance, quality of work, competency	5	
Fiscal Responsibility Evidence of pro-active cost control measures, budget constraint awareness	4	
Regulatory Knowledge Experience w/FAA and MDOT Airport Programs, State/Local Regulatory Procedures	4	
Innovation Generating innovative solutions to project challenges, on the cutting edge of technology	4	only emphasis is airports based work
Customer Focus Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms	5	recognition as "extension of airport staff" knowledge of operators
TOTAL	31	

* **Rating:** Rate each firm on a scale of 1 to 5, with 5 being the high, in each of the categories. Enter the rating numbers on the lines provided opposite each category.

* Rating scale is as follows: 1-Does not meet any criteria for airport needs, 2-Meets some criteria for airport needs, 3- Meets most criteria for airport needs, 4 - Meets all criteria for airport needs, 5 - Exceeds all criteria for airport needs.

Charlevoix Municipal Airport Consultant Selection Criteria

Firm: Prein & Newhof
 Airport: CVX
 Selection Committee Member: Haydlarff
 Date: April 2

Categories/Questions	Rating *	Notes
Qualifications Specialized experience and technical competence to perform professional services. Qualified in-house staff, established sub-consultant relationships.	4	Staff have experience at various sized airports around MI
Soundness of Approach Solid technique of analysis, comprehensive problem solving, accomplishing objectives	4	noted details on Bay American requirements; very detailed for what we know
Integrity Past record of performance, quality of work, competency	5	experience beyond airport is very good
Fiscal Responsibility Evidence of pro-active cost control measures, budget constraint awareness	3	didn't note this specifically, but past experience is good
Regulatory Knowledge Experience w/FAA and MDOT Airport Programs, State/Local Regulatory Procedures	4	
Innovation Generating innovative solutions to project challenges, on the cutting edge of technology	3.5	same like standard approaches
Customer Focus Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms	4.5	
TOTAL	28	

* **Rating:** Rate each firm on a scale of 1 to 5, with 5 being the high, in each of the categories. Enter the rating numbers on the lines provided opposite each category.

* Rating scale is as follows: 1-Does not meet any criteria for airport needs, 2-Meets some criteria for airport needs, 3- Meets most criteria for airport needs, 4 - Meets all criteria for airport needs, 5 - Exceeds all criteria for airport needs.

Charlevoix Municipal Airport Consultant Selection Criteria

Firm: RS&H
 Airport: Charlevoix Municipal
 Selection Committee Member: Rob Scholey
 Date: 4/13/24

Categories/Questions	Rating *	Notes
Qualifications Specialized experience and technical competence to perform professional services. Qualified in-house staff, established sub-consultant relationships.	5	
Soundness of Approach Solid technique of analysis, comprehensive problem solving, accomplishing objectives	4	
Integrity Past record of performance, quality of work, competency	4	
Fiscal Responsibility Evidence of pro-active cost control measures, budget constraint awareness	4	
Regulatory Knowledge Experience w/FAA and MDOT Airport Programs, State/Local Regulatory Procedures	4	
Innovation Generating innovative solutions to project challenges, on the cutting edge of technology	5	
Customer Focus Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms	5	
TOTAL	31	

* **Rating:** Rate each firm on a scale of 1 to 5, with 5 being the high, in each of the categories. Enter the rating numbers on the lines provided opposite each category.

* Rating scale is as follows: 1-Does not meet any criteria for airport needs, 2-Meets some criteria for airport needs, 3- Meets most criteria for airport needs, 4 - Meets all criteria for airport needs, 5 - Exceeds all criteria for airport needs.

Charlevoix Municipal Airport Consultant Selection Criteria

Firm: Prein & Newhof
 Airport: Charlevoix Municipal
 Selection Committee Member: Rob Scholey
 Date: 4/4/24

Categories/Questions	Rating *	Notes
Qualifications Specialized experience and technical competence to perform professional services. Qualified in-house staff, established sub-consultant relationships.	4	
Soundness of Approach Solid technique of analysis, comprehensive problem solving, accomplishing objectives	4	
Integrity Past record of performance, quality of work, competency	4	
Fiscal Responsibility Evidence of pro-active cost control measures, budget constraint awareness	4	
Regulatory Knowledge Experience w/FAA and MDOT Airport Programs, State/Local Regulatory Procedures	4	
Innovation Generating innovative solutions to project challenges, on the cutting edge of technology	4	
Customer Focus Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms	5	
TOTAL	29	

* **Rating:** Rate each firm on a scale of 1 to 5, with 5 being the high, in each of the categories. Enter the rating numbers on the lines provided opposite each category.

* Rating scale is as follows: 1-Does not meet any criteria for airport needs, 2-Meets some criteria for airport needs, 3- Meets most criteria for airport needs, 4 - Meets all criteria for airport needs, 5 - Exceeds all criteria for airport needs.

Charlevoix Municipal Airport Consultant Selection Criteria

Firm: RS+H
 Airport: CYX
 Selection Committee Member: JOHN GRIFFITH
 Date: 04/05/2024

Categories/Questions	Rating *	Notes
Qualifications Specialized experience and technical competence to perform professional services. Qualified in-house staff, established sub-consultant relationships.	4	EXTENSIVE BACK OFFICE SUPPORT.
Soundness of Approach Solid technique of analysis, comprehensive problem solving, accomplishing objectives	4	ONGOING PARTNERSHIP W/ LAND MATTERS.
Integrity Past record of performance, quality of work, competency	4	
Fiscal Responsibility Evidence of pro-active cost control measures, budget constraint awareness	4	
Regulatory Knowledge Experience w/FAA and MDOT Airport Programs, State/Local Regulatory Procedures	4	
Innovation Generating innovative solutions to project challenges, on the cutting edge of technology	4	
Customer Focus Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms	3	AS CURRENT CONSULTANT - FAMILIAR W/CYX.
TOTAL	27	

* **Rating:** Rate each firm on a scale of 1 to 5, with 5 being the high, in each of the categories. Enter the rating numbers on the lines provided opposite each category.

* Rating scale is as follows: 1-Does not meet any criteria for airport needs, 2-Meets some criteria for airport needs, 3- Meets most criteria for airport needs, 4 - Meets all criteria for airport needs, 5 - Exceeds all criteria for airport needs.

Charlevoix Municipal Airport Consultant Selection Criteria

Firm: DEIN & NEWHOF

Airport: CVX

Selection Committee Member: JOHN GRIFFITH

Date: 04/05/2024

Categories/Questions	Rating *	Notes
Qualifications Specialized experience and technical competence to perform professional services. Qualified in-house staff, established sub-consultant relationships.	3	
Soundness of Approach Solid technique of analysis, comprehensive problem solving, accomplishing objectives	4	ONGOING PARTNERSHIP W/ ORC
Integrity Past record of performance, quality of work, competency	4	
Fiscal Responsibility Evidence of pro-active cost control measures, budget constraint awareness	4	
Regulatory Knowledge Experience w/FAA and MDOT Airport Programs, State/Local Regulatory Procedures	4	
Innovation Generating innovative solutions to project challenges, on the cutting edge of technology	3	
Customer Focus Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms	4	PROPOSAL (REQ) PROVIDED DETAILED RESPONSE TO EACH OF CVX'S LISTED NEEDS
TOTAL	26	

* **Rating:** Rate each firm on a scale of 1 to 5, with 5 being the high, in each of the categories. Enter the rating numbers on the lines provided opposite each category.

* Rating scale is as follows: 1-Does not meet any criteria for airport needs, 2-Meets some criteria for airport needs, 3- Meets most criteria for airport needs, 4 - Meets all criteria for airport needs, 5 - Exceeds all criteria for airport needs.



Prein & Newhof
Att: Mr. Mark K. Merk
3355 Evergreen Drive NE
Grand Rapids, MI 49525

RE: Consultant Services for the City of Charlevoix Municipal Airport

Mr. Merk,

The selection committee has completed their selection process for professional consulting services for the Charlevoix Municipal Airport. It has been our objective to select the most qualified firm to perform said services. The results of the selection committee decision rank the companies in the following order, based on their statements of qualifications:

Firm #1 – Reynolds Smith and Hills (RS&H)

Firm #2 – Prein & Newhof

We have entered contract negotiations with RS&H. On behalf of the City of Charlevoix Municipal Airport, the selection committee expressed their appreciation for your time, effort, and interest in our facility.

Please don't hesitate to reach out with any questions that you may have.

Best Regards,

Robert W. Scholey
Airport Manager



Reynolds Smith & Hill
Att: Mr. Patrick Frame
G-3101 West Bristol Rd. Suite 300
Flint, MI 48507

RE: Consultant Services for the City of Charlevoix Municipal Airport

Mr. Frame,

The selection committee has completed their selection process for professional consulting services for the Charlevoix Municipal Airport. On behalf of the selection committee, I would like to congratulate your firm on being selected as our consultant to perform the engineering services for our upcoming projects.

The next step is to prepare an engineering services contract to include a detailed scope of work and cost estimate for these services.

The Charlevoix Municipal Airport is an excellent airport with a great deal of potential. We are looking forward to working with RS&H to reach our full potential.

Please don't hesitate to reach out with any questions that you may have. And once again, congratulations.

Best Regards,

Robert W. Scholey
Airport Manager

Charlevoix City Council

Consent Agenda

Title: Island Airways Terminal Lease Renewal

Date: April 15, 2024

Presented By:

Background:

Island Airways has long had a lease arrangement to rent space in our terminal building at the airport. The included document continues the terms of this lease for another 5 years. As in the past, Island Airways continues to have their customers park at the airport from which we derive significant revenue. They also pay fees for fueling.

Recommendation:

Motion to authorize the Mayor and City Clerk to sign the lease renewal agreement for Island Airways from April 1, 2024 through March 31, 2029.

Attachments:

1. Terminal Building Office Area Lease 2024

TERMINAL BUILDING OFFICE AREA LEASE

THIS LEASE is entered into this April 1, 2024 between the City of Charlevoix, a Michigan municipal corporation, whose address is 210 State Street, Charlevoix, Michigan 49720 ("Lessor") and McPhillips' Flying Service, Inc., a Michigan corporation, d/b/a Island Airways, whose address for its registered office is 111 Airport Drive, Charlevoix, Michigan 49720 ("Lessee").

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

1. DESCRIPTION

Lessor hereby leases to Lessee the following described property located at the Charlevoix Municipal Airport, 111 Airport Drive, Charlevoix, Michigan 49720, Charlevoix, Michigan:

- A. That portion of the existing terminal building as shown in Exhibit 1 and regarding which Lessee will have exclusive possession, subject to reasonable access by Lessor for inspection, maintenance, repair or improvements; and
- B. Those common areas as shown in Exhibit 1 and regarding which Lessee shall have shared access; provided, however, such access shall be in conjunction with Lessor and such other persons or entities as Lessor shall determine.

2. USE OF PROPERTY

The leased property shall be used by Lessee, for the purpose of operating and managing its air charter operations and for no other purpose.

3. POSSESSION

Lessor shall deliver possession of the leased property to Lessee on April 1, 2024. At the expiration of this Lease, or any renewal thereof, Lessee shall remove its goods and effects and deliver possession of the leased property to the Lessor in as good as condition as when delivered to Lessee, reasonable wear and tear excluded.

4. TERM OF LEASE

The term of this Lease shall start on April 1, 2024 and shall continue for five (5) years from the date hereof subject to early termination as provided below.

5. RENT

Lessee shall pay Lessor rent of ONE DOLLAR per year with all rent payable in advance upon the execution of this Lease.

6. FURNISHINGS/PERSONAL PROPERTY

All personal property to be used by Lessee in the terminal building shall be provided by Lessee at Lessee's sole expense and its installation or placement shall be with the prior written consent of Lessor, which consent shall not be unreasonably withheld.

7. REPAIR AND MAINTENANCE

Lessor shall at its sole expense repair and maintain that portion of the terminal building to which it has sole possession in as good condition as it is on the date that possession is given to Lessee, reasonable wear and tear excepted.

8. NO IMPROVEMENTS

Lessee may not make an improvement to the leased premises without the prior written consent of Lessor. Such consent shall be subject to Lessor's sole discretion and may not be unreasonably withheld.

9. UTILITIES

Lessee shall reimburse Lessor for 50% all utilities. Such payment shall be made to Lessor within 15 days of being invoiced by Lessor for the utilities. Lessee shall pay all telephone or internet services and charges incurred by Lessee and shall see that those payments are made before any liens attach to the premises for nonpayment. As used in this provision, "utilities" shall mean trash collection, gas, electric, water, and sewer services.

10. SNOW REMOVAL

Lessor shall be responsible to keep the entrance of the terminal building used for ingress and egress to the leased property and the leased parking area free from unreasonable accumulations of ice and snow.

11. PARKING

- A. The lessor shall allocate up to 15 parking spaces for employees of the lessee in a manner and location as determined by the lessor.
- B. Lessee agrees not to promote, encourage or otherwise inform its customers about off-site parking and shall direct them to park in the lots provided by the lessor. The lessee recognizes that parking revenue derived from its customers is the primary form of compensation to the lessor for the value of this lease.

12. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party in accord with the separate indemnification agreement the parties shall from time to time execute. Terms of this lease shall be bound by the most recent such signed agreement that the parties may have on file.

13. INSURANCE

Lessee shall obtain and maintain liability insurance for its operations at the airport in accord with the Airport Schedule of Insurances which the lessor may from time to time amend. Any liability insurance of Lessee shall name Lessor as additional insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days prior written notice to the Lessor. Lessee may obtain and maintain casualty insurance on its personal property used in conjunction with the terminal building. Upon request of Lessor, Lessee shall provide to Lessor written notice of the current insurance liability limits prior to the execution of this Lease and for all insurance policies that are in effect during the term of this Lease.

14. FIRE OR CASUALTY LOSS

It is agreed that if the leased property is damaged or destroyed in whole or in part by fire or other cause during the term of this Lease, the Lessor shall repair and restore the same to a good, tenantable condition with reasonable dispatch, unless Lessee and Lessor mutually agree in writing not to repair and restore the property damaged or destroyed.

15. WASTE AND NUISANCE

Lessee shall not commit, or suffer to be committed, any waste on the leased property. In addition, Lessee shall not maintain, commit, or permit the maintenance or commission of any common law nuisance on the leased property or violate any State, Federal or local law or ordinance in its use of the leased premises.

16. NOTICES

Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, and addressed as follows:

Lessor:

Charlevoix City Manager's Office
210 State Street
Charlevoix, Michigan 49720

Lessee:

Island Airways
111 Airport Drive
Charlevoix, Michigan 49720

17. DEFAULT

A default shall be deemed to have occurred if Lessee breaches any provision of this Lease and such breach continues for fifteen (15) days after receipt by Lessee of a written notice of the breach. If any default as specified herein occurs, Lessor shall have the right to re-enter the premises and regain possession or to take such other action as permitted by law.

18. MISCELLANEOUS

- A. Lessee shall abide by and comply with the following as they may currently exist or are modified in the future: policies for the use of common areas in the terminal building and on airport property; the Minimum Standards related to the airport; and the timely filing each year with the FAA and Lessor of all documents related to the scheduled or unscheduled enplanement of passengers or which are otherwise described in Section 95.27 of the Charlevoix Municipal Airport ordinance.
- B. The property covered by this Lease shall not be used for any unlawful purpose.
- C. In its operations at the airport, including its activities associated with this Lease, Lessee shall abide by all federal, state and local laws, ordinances, regulations as well as all federal or state grant requirements or grant assurances made by Lessor in connection with any grant related to the airport.
- D. Lessee may erect business-related signs in the terminal building only upon the consent of Lessor and such consent shall not be unreasonably withheld.
- E. Lessee agrees that if the interest created by this Lease shall be taken in execution or by other process of law or if the Lessee shall dissolve, become bankrupt or insolvent, according to law, or any receivership be appointed for the business or property of the Lessee, then this Lease may be canceled at the option of the Lessor.
- F. This Lease shall be binding upon the successors and assigns of the parties.
- G. If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.
- H. This Lease contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this Lease, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change,

modification or discharge is sought.

- I. This Lease shall be construed under and in accordance with the laws of the State of Michigan.
- J. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.
- K. There is a "baggage make-up" area (also called a "freight room" located between the terminal building and a hangar. Pursuant to a Hangar Lease and Hangar Lease Amendment with Lessor, Lessee leases the baggage make-up area and the hangar. Lessor's representatives and employees shall have the right to use entrances to the baggage make-up area to access the terminal building.
- L. The two parties recognize the lessor may wish to modify the terminal area and re-arrange the offices, workspaces, and other common areas used by the two parties. The parties agree that nothing within this lease shall restrict, prohibit, or obligate the lessor from remodeling, expanding, modifying, or otherwise changing the terminal building so long as the lessee maintains comparable space and operational abilities at the completion of any project contemplated by the lessor.
- M. The Lessor may wish to improve or replace the primary airport sign on US 31. Lessee agrees it shall pay reasonable costs for its portion of this sign. The parties agree they wish to work cooperatively for this and other similar improvements at the airport.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective the day and year first above written.

CITY OF CHARLEVOIX

By: _____
Its: Mayor

By: _____
Its: Clerk

MCPHILLIPS' FLYING SERVICE, INC.
d/b/a Island Airways

By: _____
Its: President

By: _____
Its: Secretary

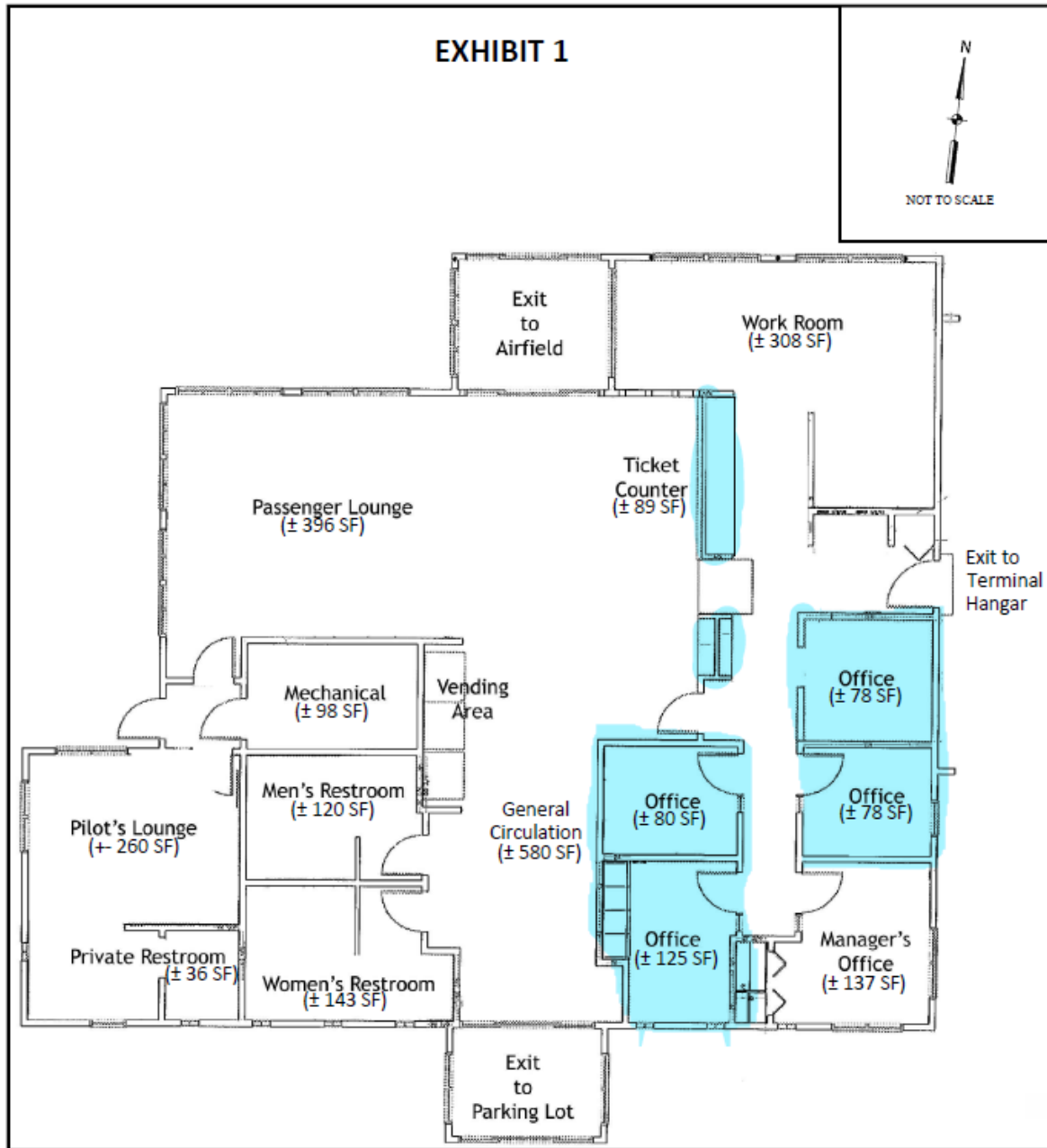


FIGURE 2-7

TERMINAL LAYOUT



CHARLEVOIX MUNICIPAL AIRPORT
MASTER PLAN STUDY

Charlevoix City Council

All Other Actions and Requests

Title: Sale of Parcel south of US 31 S

Date: April 15, 2024

Presented By: Mark Heydlauff, City Manager

Background:

Peninsula Fiber Network is extending their fiber optic line and needs to locate a utility shed in the Charlevoix vicinity. They approached us this winter about purchasing a 100' by 100' parcel within the footprint of our stump dump and electric department storage lot south of the southside Krist Gas Station. PFN has paid for a survey and legal description of the parcel, and they have presented a purchase offer for the parcel. We have tentatively agreed to a sale price of \$20,000 dependent on zoning approval by Charlevoix Township for the project. The City Attorney has reviewed and approved the sale agreement.

Recommendation:

Motion to authorize the City Manager and City clerk to sign the sale agreement for 004-034-027-20 in exchange for \$20,000 and the conditions stipulated within the agreement.

Attachments:

1. Buy and Sell Agreement for Vacant Land (version 13)



BUY AND SELL AGREEMENT FOR VACANT LAND



Office of _____ NextHome Superior Living _____, REALTOR®
Negaunee _____ (city), Michigan Phone: _____ 906-362-3823 Fax: _____
Email: _____ StephanieSells906@gmail.com Date: _____ 03/20/2024 _____ (time)

1. The undersigned Buyer and Seller each acknowledge the REALTOR® named above is acting as (choose one):

- ☐ Agent of Seller ☒ Agent of Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Other (specify) : _____

2. **Buyer's Offer.** The undersigned Buyer offers and agrees to purchase the property located in the _____ Township of _____ Charlevoix _____, _____ Charlevoix _____ County, Michigan, commonly known as _____ TBD Lake to Lake Trail Rd Charlevoix, MI 49720 _____

Permanent Parcel Number _____ 004-034-027-20 _____ and legally described as follows:
Parcel A per attached survey

(the "Land") together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Property", except the following:

3. **Purchase Price.** The purchase price for the Property is:

_____ twenty thousand _____ Dollars
(\$ _____ 20,000 _____).

4. **Terms of Payment** shall be as indicated by "X" below (other unmarked terms of purchase do not apply).

☒ **Cash.** Buyer shall pay the full purchase price to Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein.

☐ **New Mortgage.** Buyer shall pay the full purchase price to Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein, contingent upon Buyer's ability to obtain a _____ type _____ year mortgage loan in the amount of \$ _____ bearing interest at a rate no greater than _____ % per annum. Buyer shall apply for the mortgage loan immediately and accept it promptly if tendered. If Buyer does not deliver to Seller on or before _____ (date), proof that Buyer has accepted a mortgage loan commitment, Seller may thereafter at any time treat this contingency as not having been satisfied and terminate this Agreement by written notice to Buyer, unless Buyer has previously either satisfied or waived this contingency in writing.

☐ **Land Contract** ☐ **Purchase Money Mortgage.** Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in a _____ Land Contract form or a Purchase Money Mortgage form upon performance by Seller of the closing obligations specified herein. The Land Contract or Purchase Money Mortgage shall provide a down payment of \$ _____ and payment of the balance in monthly installments of \$ _____ or more, at Buyer's option, including interest at the rate of _____ % per annum computed monthly, interest to start on date of closing, and first payment to become due _____ days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Seller understands that consummation of the sale or transfer of the Property shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Property are subject, unless otherwise agreed to by the lender or required by law or regulation.

Additional Provisions:

5. **Survey.** A ☒ new ☐ recertified ☐ existing ☒ boundary survey with iron corner stakes and with all easements of record, improvements, and encroachments (if any); and/or ☐ ALTA survey showing all easements of record, improvements, and encroachments, if any, shall be provided by ☒ Buyer ☐ Seller within _____ calendar days after the later to occur of (i) the title insurance commitment referenced in Section 6 below is delivered to the party responsible for the survey; and (ii) Buyer's right to terminate under Section 7 below is waived or deemed to have been waived. All survey(s) and recertifications provided for hereunder shall be paid for by ☒ Buyer ☐ Seller. If the survey reveals a matter that materially and adversely affects the value of the Property or Buyer's intended use of the Property, Buyer shall have the right to terminate this Agreement by giving Seller written notice within _____ (_____) calendar days after copies of both the survey and title commitment referenced in Section 6 below are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived.

Other:

survey attached



Buyer's Initials



Seller's Initials

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in Section 11 below) vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Effective Date of this Agreement, and shall be delivered as soon as feasible thereafter. If any matter disclosed by the title commitment adversely and materially affects the value of the Property or Buyer's intended use of the Property, Buyer shall have the right to terminate this Agreement by giving Seller written notice within seven (7) calendar days after copies of both the title commitment and survey referenced in Section 5 above are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed on the title commitment that is in the form of a lien that is liquidated in amount and that can be readily discharged (such as a mortgage) shall not be grounds for termination of this Agreement by Buyer under this Section so long as Seller discharges such lien(s) at the closing. Other:

7. **Inspections/Due Diligence.** By signing this Agreement, Buyer is representing that Buyer is aware that inspection services are commercially available. Buyer has elected to arrange and pay for the following inspections and/or confirm the following information:

☐ No Inspections ☐ Soil Borings ☒ Zoning ☐ Utilities ☐ Other (specify):

After the Effective Date of this Agreement, Buyer shall have the right to enter upon the Property for the purposes of conducting the above-noted due diligence; provided, however, that such inspections shall not interfere with the rights of tenants in possession. Buyer shall indemnify and hold Seller harmless from and against any damages to persons or property caused by Buyer or Buyer's agents in conducting said due diligence. Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to Buyer by giving Seller written notice within 40 calendar days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults" except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

8. **Governmental Approvals.** This Agreement is contingent upon Buyer's obtaining the following approvals from the appropriate governmental entity (choose all applicable): ☒ Rezoning ☐ Special Use Permit ☒ Site Plan Approval ☐ Not Applicable ☐ Other (specify):

In the event Buyer does not waive this contingency on or before 05/15/2024 (date), Seller may terminate this Agreement by providing written notice to Buyer at any time thereafter prior to receipt of Buyer's waiver of this contingency.

9. **Closing Adjustments.** The following adjustments shall be made between the parties as of the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:

- a. Prepaid rent;
- b. Interest on any existing indebtedness assumed by Buyer;
- c. Utility deposits;
- d. Security deposits;
- e. Additional Rent (as defined below).

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt, but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay charges for real estate taxes, insurance or other charges of a similar nature ("Additional Rent"), such amounts shall be allocated between the parties pursuant to the terms of the applicable leases. If any Additional Rent is collected by Buyer after closing which is attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Other:



Buyer's Initials

Seller's Initials

10. **Property Taxes.** Real property taxes will be prorated as follows (choose one):

- ☐ No proration:
Seller shall pay taxes billed prior to and including the _____ tax bill.
Buyer shall pay taxes billed starting with the _____ tax bill.
- ☐ Real property taxes shall be deemed to cover the calendar year in which they are first billed. Tax bills issued for years prior to the year of closing shall be paid by Seller. Tax bills issued, or to be issued, in the year of closing shall be prorated so that Seller shall be charged from the first of the year to the closing date, and Buyer will be charged for the balance of the year, including the date of closing. If any bill for taxes proratable hereunder is not issued as of the closing date, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.
- ☒ Taxes shall be prorated with Seller paying to but not including the day of closing assuming that taxes are paid on a due date basis:
☐ In advance ☒ In arrears
- ☐ Other:

11. **Special Assessments** (choose one):

- ☒ Seller shall pay all special assessments which have become a lien on the Property prior to the date of closing, whether due in installments or otherwise.
- ☐ Seller shall pay all special assessments which have become a lien on the Property prior to the date of closing, provided, however, that in the event a special assessment is payable in installments, Seller shall only be responsible for those installments covering the years prior to the year of closing, and Buyer shall be responsible for all installments covering all years after the year of closing. Installments of special assessments covering the year of closing shall be prorated using the same method set forth in Section 9 for the proration of real estate taxes.
- ☐ Other:

12. **Conveyance.** Upon performance by Buyer of the closing obligations specified herein, Seller shall convey marketable title to the Property to Buyer by warranty deed, by land contract or assignment, as required by Section 4 above, including oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Property includes unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) _____ 0 _____ division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before _____ (date), of the proposed division to create the Property.

Other:

13. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:
- a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer .
- b. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform under this Agreement.
- c. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
- d. Other:



Buyer's Initials

Seller's Initials

14. **Warranties of Seller.** Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:
- a. Seller's interest in the Property shall be transferred to Buyer on the closing date, free from liens, encumbrances other than as disclosed in the title commitment and not objected to by Buyer pursuant to Section 6 hereof and claims of others.
 - b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.
 - c. There is no litigation or proceeding pending or to Seller's knowledge threatened, against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could affect Buyer's title to or use of the Property
 - d. Seller shall continue to maintain the Property in good condition and repair during the interim between the signing of this Agreement and the closing date.
 - e. The information concerning written leases and any tenancies not arising out of written leases described in Exhibit A is accurate as of the Effective Date of this Agreement, and there are no leases or tenancies with respect to the Property other than those described in Exhibit A (the "Leases"). Except as otherwise described in Exhibit A:
 - (1) All of the leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended or extended;
 - (2) No renewal or extension options have been granted to tenants;
 - (3) No tenant has an option to purchase the Property;
 - (4) The rents set forth are being collected on a current basis and there are no arrearages in excess of one month;
 - (5) There are no security deposits, and
 - (6) No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Property.
 - f. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
 - g. Seller is without personal knowledge as to the presence on the Property of any toxic or hazardous substances or of any underground storage tanks.
 - h. Other:

15. **Damage to Property/Eminent Domain.** If between the Effective Date of this Agreement and the closing date, all or any part of the Property is damaged by fire or natural elements, Seller shall immediately notify Buyer of such occurrence and provide an estimate as to the cost of restoring the Property. Thereafter, at Buyer's election (a) Seller shall promptly restore the Property; or (b) Buyer shall receive a credit at closing equal to the amount of Seller's estimate for restoration.

In the event prior to closing, Seller shall receive notice that any part of the Property is being taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of the notice. If neither party elects to terminate this Agreement, there shall be no reduction of the purchase price and at closing, Seller shall assign to Buyer whatever rights Seller may have with respect to any eminent domain award.

16. **Closing.** The closing shall be held within 72 calendar days after all contingencies have been waived or satisfied. An additional period of thirty (30) days shall be allowed for closing to accommodate correction of title defects and/or survey problems which have been properly identified pursuant to Section 5 or 6 hereof and which are readily correctible.

17. **Possession.** Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:

18. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- a. The warranty deed, land contract or assignment of land contract required by Section 4 of this Agreement.
 - b. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease, as well as a notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - c. Any other documents required by this Agreement to be delivered by Seller.
 - d. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance, and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
 - e. Other:

19. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
- a. The cash portion of the purchase price specified in Section 4 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.
 - b. A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgment of the receipt of all security deposits.
 - c. Any other documents required by this Agreement to be delivered by Buyer.

20. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the nonrequesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
21. **Notices.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified mail or other form of documentable delivery addressed to the parties at their addresses specified in the proximity of their signatures below, and any notices given by mail shall be deemed to have been given as of the date of the postmark.
22. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary to effectuate the transfer contemplated by this Agreement.
23. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
24. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

For purposes of this Agreement, the phrase "Effective Date of this Agreement" shall be the date upon which this Agreement is fully executed pursuant to Section 33 or 34 below, whichever may apply.

25. **Earnest Money.** Buyer gives NextHome Superior Living, REALTOR®, 4 days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller. Buyer shall deposit \$ 1500 with REALTOR® ☐ with this offer; ☒ within 2 calendar days after acceptance of this offer, evidencing Buyer's good faith, to be held by the REALTOR® and to apply on the purchase price or the down payment portion thereof where applicable. If this offer is not accepted or the title is not marketable or if the purchase is contingent upon conditions specified which cannot be met, this deposit shall be promptly refunded. If Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election or, alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the REALTOR® may notify Buyer and Seller of REALTOR®'s intended disposition of the earnest money deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written notification within seven (7) calendar days.
26. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed to Associations of REALTORS®, multiple listing services and/or commercial property information exchanges. Deletion of this Section shall not be considered a counter offer which would require a counter acceptance.
27. **Credit Reports.** Buyer consents that, if not otherwise prohibited, the REALTOR® may give Seller information about Buyer contained in a credit report which may be furnished to the REALTOR® by a reporting agency.
28. **Advice of Counsel.** Buyer acknowledges that the REALTOR® has recommended that Buyer retain an attorney to pass upon the marketability of title, to ascertain that the terms of the sale are adhered to before the transaction is closed and to advise with respect to the Notice referenced in Paragraph 29 hereof.
29. **Environmental.**

a. Notice to sellers, buyers, landlords and tenants (environmental risks).

Whenever property is acquired or occupied, Buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state and local laws may impose liability upon Buyer for the remediation of the contamination even though Buyer did not cause it, or may restrict Buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence.

No real estate broker/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate broker/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

b. Environmental reports and assessments.

- (1) Seller shall provide copies of any existing Environmental Assessments or reports involving the Property within 5 calendar days after the Effective Date of this Agreement.
- (2) At Buyer's option, Buyer shall be given access to the Property during normal business hours to perform ☐ an ASTM E1528 Transaction Screen or ☐ an ASTM E1527 Phase I Site Assessment (individually or collectively the "Environmental Assessment"). Buyer shall pay _____% and Seller shall pay _____% of the cost of the Environmental Assessment. The Environmental Assessment shall be ordered by the ☐ Buyer ☐ Seller. The Environmental Assessment shall be completed within _____ calendar days after the Effective Date of this Agreement and shall be certified to _____.
- (3) If an Environmental Assessment of the Property reveals recognized environmental conditions as defined by ASTM, then Buyer shall have the right to:
- terminate this Agreement within _____ calendar days after receipt of the Environmental Assessment report; or
 - provide Seller with the Environmental Addendum to Buy and Sell Agreement (Seller's refusal to execute the Environmental Addendum within _____ days shall, at Buyer's option, terminate this Agreement); or
 - proceed with the purchase.



Buyer's Initials

Seller's Initials

- (4) For residential housing units, Seller will attach either Seller's acknowledgment Form Concerning Lead-Based Paint or a Lead-Based Paint Seller's Disclosure form, depending on whether the improvements were built prior to 1978 or 1978 or later.

c. Nondisclosure.

If Buyer exercises its right to terminate this Agreement pursuant to subsection b. above, Buyer shall not disclose its Environmental Assessment report(s) to any third-party. At Seller's request, Buyer shall provide copies of any Environmental Assessment report(s) to Seller.

d. Other:

30. Other Provisions.

Seller to pay no closing costs all cost to close to be paid by buyer.

31. Index of Exhibits

Not Applicable	Attached	Seller to Furnish	Exhibit	Subject
☒	☐	☐	A	Written leases and any tenancies not arising out of written leases.
☐	☐	☐		
☐	☐	☐		
☐	☐	☐		

As to any "Seller to furnish" items(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within _____ calendar days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this Section shall be deemed to have been waived.

- 32. By signing below, Buyer acknowledges having read and received a copy of this Agreement.**

Witness: Stephanie Jones dotloop verified
03/20/24 3:01 PM EDT
JSCQ-BF7K-2NAG-M88B

Buyer's Address: 1901 W Ridge St #2, Marquette, MI 49855

Entity: Jim Bednarek Controller dotloop verified
03/20/24 4:25 PM EDT
ISPA-WOUD-VCNT-RVZQ

By: _____

(Note: I read and sign as you wish your name to appear on the final papers.)

Printed name of Signatory: Jim Bednarek Controller

Its: _____

Bus. Phone: _____ Fax: _____

E-Mail: jbednarek@pfnlc.net



Buyer's Initials

Seller's Initials

SELLER'S ACCEPTANCE

Date: _____ (time)

33. The above offer is hereby accepted:

By signing below, Seller acknowledges having read and received a copy of this Agreement. If Agreement is signed by Seller without any modification, this becomes the Effective Date of this Agreement.

Seller gives REALTOR® above named until _____ (time) _____ (date), to obtain Buyer's written acceptance of counter offer, if any.

Witness:

Entity:

Seller's Address: _____ 210 State St

By: _____

(Note: Please sign as you wish your name to appear on the final papers.)

_____ Charlevoix, MI 49720-1393

Printed name of Signatory: _____ Mark Heydlauff City Manager

Its: _____

Bus. Phone: _____ 231-547-3270 Fax: _____

E-Mail: _____ Markh@chalevoixmi.gov

BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ (time)

34. Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If the acceptance was subject to changes from Buyer's offer, Buyer agrees to accept those changes, all other terms and conditions remaining unchanged. If this Agreement is signed by Buyer without any modification, this becomes the Effective Date of this Agreement.

Witness:

Buyer:

SELLER'S RECEIPT OF ACCEPTANCE

Date: _____ (time)

35. Seller acknowledges receipt of a copy of Buyer's acceptance of the counter-offer (if Seller made a counter-offer).

Witness:

Seller:

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Buyer's Initials

Seller's Initials

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Charlevoix City Council

All Other Actions and Requests

Title: Community Development Licensing and Enforcement Software

Date: April 15, 2024

Presented By: Mark Heydlauff, City Manager

Background:

Software for planning, permitting, licensing and code enforcement will save time for both city staff and residents. It manages property records, allows for online permitting and licensing, accepts online payments and ties nicely with our other Civic plus software. Code enforcement will be traceable by both the city and its residents. This software will support all types of business licenses, STR licenses, and any other miscellaneous license. All zoning, sign and fence permits, site plan reviews, variances, parcel divisions will be able to be submitted online also.

This application will also be hosted by CivicPlus so it will integrate naturally with our website and other functions our residents use through this platform.

Recommendation:

Motion to approve the community development licensing and enforcement software agreement with CivicPlus and authorize the City Manager to sign all necessary documents.

Attachments:

1. Charlevoix MI - CivicGov SOW - 20240405 (2)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-62611-1

2/1/2024 10:37 AM

4/1/2024

Client:

CHARLEVOIX, MICHIGAN

Bill To:

CHARLEVOIX, MICHIGAN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gregg Huggins	(850) 518-2797	ghuggins@civicplus.com		Net 30

System

QTY	PRODUCT NAME	DESCRIPTION
1.00	Community Development Essential Modules	Community Development Essential Modules
1.00	Community Development Core Setup	Community Development Core Setup
1.00	Community Development Permitting Annual	Community Development Permitting Annual
1.00	Community Development Permitting Setup	Community Development Permitting Setup
1.00	Community Development Code Enforcement Annual	Community Development Code Enforcement Annual
1.00	Community Development Code Enforcement Setup	Community Development Code Enforcement Setup
1.00	Community Development Business Licensing Annual	Community Development Business Licensing Annual
1.00	Community Development Business Licensing Setup	Community Development Business Licensing Setup
1.00	Community Development Essential Features	Community Development Essential Features
1.00	Community Development Premium GIS (ESRI) Mapping Integration Annual	Community Development Premium GIS (ESRI) Mapping Integration Annual. This requires the client to provide an ArcGIS restful endpoint for each layer consumed.

QTY	PRODUCT NAME	DESCRIPTION
1.00	Community Development Premium GIS (ESRI) Mapping Integration Setup	Community Development Premium GIS (ESRI) Mapping Integration Setup. This requires the client to provide an ArcGIS restful endpoint for each layer consumed.
1.00	Community Development Essential Connectors	Community Development Essential Connectors
1.00	Community Development Pay Annual Fee - Forte	Community Development Pay - Forte
1.00	Community Development Pay Setup Fee - Forte	Community Development Pay Setup Fee - Forte

Data Import

Client has content from Host Compliance (rental property registration) (less than 100 records) which needs to be imported to the License module. The property record will also need to be flagged with a status of "rental" for those properties that have a record imported from Host Compliance.

QTY	PRODUCT NAME	DESCRIPTION
1.00	Data Import - Standard - Client Formatted - Licensing	The client is responsible for formatting the data within the provided template. CivicPlus will import the returned pre-formatted template (.csv format) provided by the client.

List Price - Initial Term Total	USD 24,500.00
Total Investment - Initial Term	USD 13,000.00
Annual Recurring Services (Subject to Uplift)	USD 9,375.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: April 15, 2024

Presented By:

Background:

A. Police Department LEIN Audit

On Thursday March 28th, 2024, the police department underwent its triennial LEIN/NCIC audit from the State of Michigan both of these require vetting and authorization of personnel and the agency for access and use. The Law Enforcement Information Network (LEIN) is the state of Michigan's database that contains 492,000 names, of which 25,360 are sought on felony warrants. The data bank also contains stolen vehicle descriptions, stolen license plates, and an abandoned vehicle file. LEIN also handles the message switching needed for criminal justice users in Michigan to access other databases of criminal information. These users include State and municipal police, county sheriffs, district and circuit courts, and county prosecutor offices. The LEIN Data base also is Michigan's Law Enforcement portal into National Crime Information Center (NCIC) computer located at FBI headquarters. (NCIC) is a computerized index of missing persons and criminal information and is designed for the rapid exchange of information between criminal justice agencies.

The audit process assists in ensuring the security, integrity, and confidentiality of Criminal Justice Information. The audit process consists of reviewing and evaluating agency physical and technical security, administrative policies, criminal history use, records entered into LEIN/NCIC, and other practices in order to identify the level of compliance by user agencies with state and federal law, along with other applicable requirements. The audit process not only assures compliance but identifies areas of concern and will assist in correcting and resolving the noncompliance issues.

The Charlevoix Police Department received a 100% compliance report. I appreciate Chief McDonnell's continued superb leadership of our department and she noted the work of Kristen Young and Barb Orban for the preparation work done in the weeks leading up to the audit.

B. Beach Cleaning Partnership

The Tip of the Mitt Watershed Council has acquired a robotic beach cleaning device intended to remove plastic waste from beaches on Lake Michigan and inland lakes. I signed a memorandum of understanding with them so that Charlevoix's beaches may benefit from this device during the coming summer season. Their staff would bring the device and oversee it. They will not do this work during exceptionally busy beach days and there is no cost to the City. We are curious to see how this device performs and whether nurture acquisition of our own unit would be worthwhile for our beach maintenance efforts.

C. Non-profits at Farmer's Market

We have been approached by non-profit groups who want to get a space at the Farmer's Market. Market Manager Beth Anzell developed a draft policy. After my review and also that of the Farmer's Market Advisory Committee, we do not believe it is prudent to move forward with this. Ultimately, we

believe which non-profits receive which spots will become a bigger challenge than managing the market overall. The Advisory Committee anticipated more downside potential than benefit for increased business at the market. If you have any questions about this, please let me know.

D. Community Clean-up Day

Visit Charelvoix is coordinating a community clean-up day on Earth Day this year. You can find the details on the poster included in the packet. There are morning options and afternoon options to help clean up our parks and beaches and do a little good to celebrate our best part of Earth!

Recommendation:

Attachments:

1. Police Monthly Report-March 2024
2. Earth Day Event Poster

CITY OF CHARLEVOIX

POLICE ACTIVITY REPORT FOR THE MONTH OF

ITEM	TOTAL THIS MONTH	MONTH YEAR PRIOR	TOTAL THIS YEAR	TOTAL LAST YEAR
TRAFFIC CITATIONS				
TRAFFIC WARNINGS				
TRAFFIC CONTACTS				
MOTORIST/CITIZEN ASSIST				
POLICE ASSIST				
MEDICAL RESPONSE				
PAPER SERVICE				
RESIDENTIAL/COMMERCIAL				
FELONY ARRESTS				
MISDEMEANOR/NTA ARRESTS				
WARRANT ARRESTS				
WARRANT ATTEMPTS				
TRAFFIC CRASH 9300-1				
TRAFFIC CRASH 9300-2				
GENERAL ASSISTS/OTHER				
FUNERAL ESCORTS				
ALARMS				
SCHOOL PATROL				
SCHOOL PRESENTATIONS				
PARKING/SNOW TICKETS				
PARKING METER TICKETS				
LIQUOR INSPECTIONS				
ORIGINAL COMPLAINTS				
CLOSED COMPLAINTS				
FOLLOW-UP/SUPPLEMENTS				
PATROL MILES				

TOTAL MILEAGE #87-1

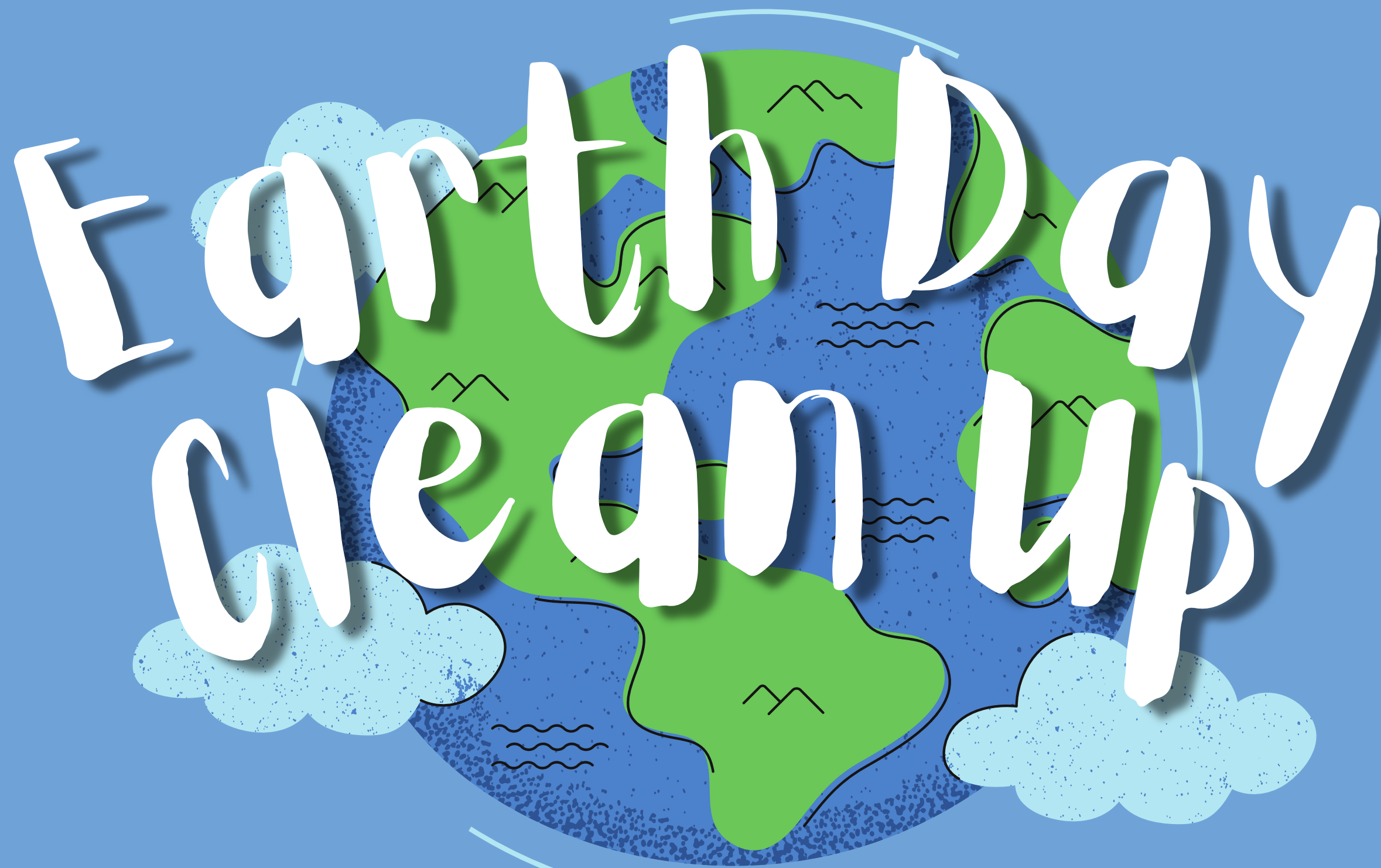
TOTAL MILEAGE #87-2

TOTAL MILEAGE #87-3

Jill McDonnell

Chief of Police

CHARLEVOIX



April 22nd

10am–12pm

Depot Beach
Ferry Beach
East Park

4pm–6pm

Mt McSauba
Michigan Beach

Join us as we clean up Charlevoix's public beaches and parks!
Garbage bags and gloves will be available.

More info and sign up:
231-547-2101

Visit Charlevoix.com/EarthDay



Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: April 15, 2024

Presented By:

Background:

Recommendation:

Attachments:

None