



Agenda
City of Charlevoix City Council Regular Meeting
Wednesday, May 8, 2024 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

2. Roll Call

3. Presentations

- A. Mayoral Proclamation Honoring Joe Schwartzfisher
Lyle Gennett-Mayor
- B. Election Emergency Response Plan and Security Update
Sarah Dvoracek, City Clerk

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

- A. City Council Meeting Minutes - April 15, 2024
- B. Accounts Payable and Payroll Check Registers
- C. EV Charging Rates
- D. Renewal of Automated Weather Observation System (AWOS) Contract with MDOT
- E. Quarterly Investment Update
- F. Approval of L-4029 Tax Rate Request Forms and Millage Collection Procedure Verification Form for 2024
- G. Recreation Advisory Committee Resignation-Jennifer Fruk
- H. Roof Replacement Contract with Edgewater Roofing Inc. for \$33,366.22
- I. Truck Lease through Enterprise Fleet
- J. Roof Replacement at Charlevoix Train Depot Contract

6. Public Hearings and Actions Requiring Public Hearings

- A. Public Hearing: Planning Commission Member Janet Coltman
Mark Heydlauff, City Manager
- B. Set Public Hearing: Proposed Amendment Bridge Park Drive Signage
Mark Heydlauff, City Manager
- C. Set a Public Hearing: Proposed Amendments to Outdoor Storage
Mark Heydlauff, City Manager

7. All Other Actions and Requests

- A. Request for use of Bridge Park: Boyne Thunder
- B. Request for use of Bridge Park: Bridge Street Tap Room Anniversary Event
Mark Heydlauff, City Manager
- C. Request for Paid Parking Space: Acacia Lot
Mark Heydlauff, City Manager
- D. Request for Parking Spaces: Antique Car Cruise
Mark Heydlauff, City Manager

8. Reports and Communications

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

9. Other Council Business

10. Adjourn

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

Charlevoix City Council

Presentations

Title: Mayoral Proclamation Honoring Joe Schwartzfisher

Date: May 8, 2024

Presented By: Lyle Gennett-Mayor

Background:

Joe Schwartzfisher is retiring after 27 years of dedicated service to the City.

Recommendation:

Attachments:

1. Proclamation - Joseph Swartzfisher



MAYORAL PROCLAMATION

- Whereas,** in 1984, Joseph Schwartzfisher graduated from Petoskey High School; and,
- Whereas,** from 1992 through 1995, Joseph Schwartzfisher was a volunteer firefighter and ski patrol for the City of Charlevoix and the Charlevoix Township Fire Department; and while working as a volunteer firefighter he was decorated with many Green Cross Awards for performing successful rescues using the Jaws of Life; and,
- Whereas,** in 1992, Joseph Schwartzfisher was employed as an EMT-Basic, and in 1994 he was certified as an EMT-Specialist; and,
- Whereas,** in 1996, Joseph Schwartzfisher was hired as a full-time Shift Commander for the City of Charlevoix Fire Department and received the United States Coast Guard Meritorious Team Commendation for saving a life during a search and ice rescue; and a high angle rescue at the Medusa Cement Plant; and,
- Whereas,** in 1998, Joseph Schwartzfisher, became certified as a State of Michigan Fire Inspector and from 1999 - 2005, Joseph Schwartzfisher achieved the Fire Officer I, II and III certifications and became a Fire Instructor for the State of Michigan; and,
- Whereas,** in 2007, Joseph Schwartzfisher became a Paramedic with the City of Charlevoix Ambulance Service, and in 2008, he received an associate degree in Fire Science Technology and Emergency Management and received a certification as a FEMA Instructor Department of Homeland Security; and was elected the Chairman for the Charlevoix County Fire Officers Associations; and
- Whereas,** in 2011, Joseph Schwartzfisher became certified as a Fire Instructor I to teach Fire Officers and Fire Chiefs; and,
- Whereas,** in 2015, Joseph Schwartzfisher transferred from the Shift Commander position to a full-time Equipment Operator with the Department of Public Works; and,
- Whereas,** Joseph Schwartzfisher is married to Julie Schwartzfisher; and, has two daughters Paige and Marlo and four stepchildren Zachary, Zane, Zarin, and Gabrielle and two grandchildren Zaryah and Benson.

Now therefore, I, Lyle Gennett, Mayor of the City of Charlevoix, do recognize and thank Joseph Schwartzfisher for his contributions to the City of Charlevoix and its citizens. I do formally commend and thank him for his 27 years of dedicated service. Joseph's tireless dedication and service to the citizens of the City of Charlevoix; and,

Furthermore, it is with great pleasure that we join together with Joseph Schwartzfisher, his family, colleagues, friends, and community members to celebrate his legacy of service to the people of Charlevoix; and,

Furthermore, I join the City Council, City Manager, City Staff, and all residents of the City of Charlevoix in wishing Joseph Schwartzfisher much joy, good health, and happiness in his well-earned retirement.

Given under my hand this 8th day of May 2024.

Lyle Gennett, Mayor

Charlevoix City Council

Presentations

Title: Election Emergency Response Plan and Security Update

Date: May 8, 2024

Presented By: Sarah Dvoracek, City Clerk

Background:

City Clerk will update Council on the City's efforts for a safe and secure 2024 election season.

Recommendation:

Attachments:

None

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - April 15, 2024

Date: May 8, 2024

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. 2024.04.15 CC DRAFT

City of Charlevoix
City Council Regular Meeting Minutes
Monday, April 15, 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: Aaron Hagen, Janet Kalbfell, Phil Parr, Richard Spring

Members Absent: Shane Cole, Mark Knapp

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

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

Yeas: Spring, Hagen, Kalbfell, Parr

Nays: None

Absent: Knapp, Cole

Motion carried.

A. City Council Meeting Minutes - April 1, 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
04/03/2024	Special Accounts Payable Run	\$2,445.94
04/12/2024	Payroll (net pay)	\$119,101.63
04/12/2024	Payroll Transmittal Checks	\$5,881.11
04/16/2024	Regular Accounts Payable	\$175,531.18
04/01/2024-04/12/2024	ACH/WIRE Payments	\$130,861.49
04/16/2024	Tax Disbursement	\$29,132.56
Grand Total		\$462,953.91
The entire accounts payable and payroll check registers, can be viewed on the website.		

C. 2024 Hydrant Painting Contract with Giant for \$38,640

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

D. Airport Professional Consulting Services Selection

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.

E. Island Airways Terminal Lease Renewal

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.

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

City Manager Heydlauff presented information on the sale of the parcel south of US 31.

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

Motion by Kalbfell, seconded by Spring to authorize the City Manager and City Clerk to sign the sale agreement on 004-034-027-20 in exchange for \$20,000 and the conditions stipulated within the agreement.

Yeas: Spring, Hagen, Kalbfell, Parr

Nays: None

Absent: Knapp, Cole

Motion carried.

B. Community Development Licensing and Enforcement Software

City Manager Heydlauff presented information on the community development licensing and enforcement software.

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

Motion by Hagen, seconded by Par to approve the community development licensing and enforcement software agreement with Civic Plus and authorize the City Manager to sign all necessary documents.

Yeas: Spring, Hagen, Kalbfell, Parr

Nays: None

Absent: Knapp, Cole

Motion carried.

8. Reports and Communications

A. Public Comment

- Tom Left stated his concerns about a short-term rental near his home, which included

concerns about parking and a torn-up sidewalk

- Annemarie Conway shared an update from the County Parks Department

B. City Manager's Comments

- The next Council meeting will be on Wednesday, May 8, 2024, due to the May 7th Election
- The U.S. Army Corps of Engineers began to dredge the Pine River Channel
- Large item collection is scheduled for the first week of May

C. Mayor and Council Comments

9. Other Council Business

Council Member Kalbfell presented information about Planning Commission Member Janet Coltman missing three consecutive regularly scheduled meetings.

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

Motion by Kalbfell, seconded by Hagen to set a public hearing for the next scheduled Council meeting, May 8, 2024, at 6pm in Council Chambers at City Hall for the purpose of removing Janet Coltman from the Planning Commission and additionally request the City Clerk notify Ms. Coltman of the public hearing and its purpose.

Yeas: Spring, Hagen, Kalbfell, Parr

Nays: None

Absent: Knapp, Cole

Motion carried.

10. Adjourn

Mayor Gennett adjourned the meeting at 6:13 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: May 8, 2024

Presented By:

Background:

Recommendation:

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

Attachments:

1. Check Registers 05-08-24 Agenda

Check Number	Payee	Amount
04/24/2024		
142176	AT&T	1,598.46
142177	AT&T MOBILITY	845.23
142178	CHARLEVOIX STATE BANK	5,403.16
142179	CHARTER COMMUNICATIONS	713.93
142180	CHARTER COMMUNICATIONS OPERA	183.22
142182	GREAT LAKES ENERGY	430.74
142183	KIANDER, SHILA	25.00
142184	PENINSULA FIBER NETWORK LLC	470.00
142185	PRIORITY HEALTH	45,795.51
142186	RANGE TELECOMMUNICATIONS	214.00
142187	STATE OF MICHIGAN	435.00
142188	STATE OF MICHIGAN	350.00
142189	US BANK	500.00
142190	US DEPARTMENT OF AGRICULTURE	9,808.59
142191	VSP INSURANCE CO. (CT)	531.92
142192	WEX BANK	4,233.57
142193	DELTA DENTAL	3,234.97
Total 04/24/2024:		74,773.30
Grand Totals:		74,773.30

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

04/24/24	Special Accounts Payable Run	\$	74,773.30
04/26/24	Payroll (net pay)	\$	113,020.84
04/26/24	Payroll Transmittal Checks	\$	5,775.11
04/29/24	Special Accounts Payable Run	\$	3,016.94
05/09/24	Regular Accounts Payable	\$	229,805.98
Checks Sub-Total:		\$	426,392.17

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

04/11/24	State of MI (Sales Tax)	\$	23,568.48
04/15/24	MI Public Power Agency	\$	21,024.25
04/22/24	Enterprise FM Trust (fleet lease)	\$	4,361.36
04/22/24	MI Public Power Agency	\$	14,382.98
04/25/24	MI Public Power Agency	\$	212,661.12
04/26/24	IRS (Payroll Tax Deposit)	\$	40,812.13
04/26/24	Alerus Financial (HCSP)	\$	558.00
04/26/24	Vantagepoint (401 Plan)	\$	1,094.68
04/26/24	Vantagepoint (457 Plan)	\$	21,738.59
04/26/24	Vantagepoint (Roth IRA)	\$	1,190.00
04/26/24	State of MI (Withholding Tax)	\$	6,056.23
04/26/24	MERS (Defined Benefit Plan)	\$	65,577.78
04/29/24	MI Public Power Agency	\$	24,660.02
ACH Sub-Total:		\$	437,685.62

Huntington National Bank Total: \$ 864,077.79

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

05/09/24	Tax Disbursement	\$	26,669.84
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Charlevoix State Bank Total: \$ 26,669.84

Grand Total: \$ 890,747.63

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/20/2024	PC	04/26/2024	39327	HEYDLAUFF, MARK L.	102		3,512.18
04/20/2024	PC	04/26/2024	39328	DVORACEK, SARAH J.	105		2,498.73
04/20/2024	PC	04/26/2024	39329	DEROSIA, PATRICIA E.	107		436.24
04/20/2024	PC	04/26/2024	39330	DOTSON, LINDSEY J.	109		1,733.14
04/20/2024	PC	04/26/2024	39331	KLOOSTER, ALIDA K.	121		2,068.54
04/20/2024	PC	04/26/2024	39332	BARNEVELD, RICHELLE	123		1,324.60
04/20/2024	PC	04/26/2024	39333	SCHULZ, GINNY L.	125		1,626.70
04/20/2024	PC	04/26/2024	39334	DAVIDSON, JESSICA-RA	127		1,468.59
04/20/2024	PC	04/26/2024	39335	MILLER, FAITH G.	142		86.33
04/20/2024	PC	04/26/2024	39336	MCGINN, KELLY A.	146		2,440.65
04/20/2024	PC	04/26/2024	39337	SCHEEL, JONATHAN D.	149		2,184.03
04/20/2024	PC	04/26/2024	39338	MCDONNELL, JILL L.	202		2,445.32
04/20/2024	PC	04/26/2024	39339	UMULIS, MATTHEW T.	205		2,094.71
04/20/2024	PC	04/26/2024	39340	ORBAN, BARBARA K.	209		1,853.23
04/20/2024	PC	04/26/2024	39341	RILEY, DENISE M.	213		585.74
04/20/2024	PC	04/26/2024	39342	MUNK, CHRISTOPHER J.	215		2,398.29
04/20/2024	PC	04/26/2024	39343	CHRISTIANSEN, BRIAN D	218		2,234.47
04/20/2024	PC	04/26/2024	39344	RAMIREZ, CHARLES V.	219		1,303.06
04/20/2024	PC	04/26/2024	39345	YOUNG, KRISTEN L.	230		1,547.99
04/20/2024	PC	04/26/2024	39346	WURST, RANDALL W.	411		1,451.46
04/20/2024	PC	04/26/2024	39347	HILLING, NICHOLAS A.	413		1,742.38
04/20/2024	PC	04/26/2024	39348	MEIER III, CHARLES A.	421		1,724.08
04/20/2024	PC	04/26/2024	39349	ZACHARIAS, STEVEN B.	422		1,990.15
04/20/2024	PC	04/26/2024	39350	NEWMAN, MARK J.	424		1,814.64
04/20/2024	PC	04/26/2024	39351	LOUGHMILLER, JOHN A.	425		1,687.16
04/20/2024	PC	04/26/2024	39352	GRIFFITH, JOHN J.	500		2,669.96
04/20/2024	PC	04/26/2024	39353	EATON, BRAD A.	515		2,784.78
04/20/2024	PC	04/26/2024	39354	WILSON, TIMOTHY J.	516		3,044.73
04/20/2024	PC	04/26/2024	39355	LAVOIE, RICHARD L.	519		2,582.25
04/20/2024	PC	04/26/2024	39356	STERRETT, PHILLIP R.	520		1,983.41
04/20/2024	PC	04/26/2024	39357	STEVENS, BRANDON C.	521		2,609.55
04/20/2024	PC	04/26/2024	39358	WHITLEY, ANDREW T.	522		2,856.47
04/20/2024	PC	04/26/2024	39359	FARRELL, MITCHELL L.	524		2,180.10
04/20/2024	PC	04/26/2024	39360	ANDERSON, ELIZABETH	526		1,460.44
04/20/2024	PC	04/26/2024	39361	KENWABIKISE, DAVID L.	528		1,596.03
04/20/2024	PC	04/26/2024	39362	ELLIOTT, PATRICK M.	600		3,385.35
04/20/2024	PC	04/26/2024	39363	MORRISON, KEVIN P.	601		1,515.66
04/20/2024	PC	04/26/2024	39364	SCHWARTZFISHER, JOS	603		240.40
04/20/2024	PC	04/26/2024	39365	FURGESON, JUSTIN L.	613		2,031.81
04/20/2024	PC	04/26/2024	39366	BRADLEY, KELLY R.	614		1,703.62
04/20/2024	PC	04/26/2024	39367	HART II, DELBERT W.	616		1,752.15
04/20/2024	PC	04/26/2024	39368	JONES, ROBERT F.	618		1,435.44
04/20/2024	PC	04/26/2024	39369	THORP JR, WILLIAM D.	623		1,345.90
04/20/2024	PC	04/26/2024	39370	LEITNER, RYAN S.	624		1,466.76
04/20/2024	PC	04/26/2024	39371	NOWKA, STEPHEN P.	626		1,632.16
04/20/2024	PC	04/26/2024	39372	REID, ROB A.	632		7.80
04/20/2024	PC	04/26/2024	39373	DORAN, JUSTIN J.	634		2,506.57
04/20/2024	PC	04/26/2024	39374	NEDWICK, DAVID J.	642		580.15
04/20/2024	PC	04/26/2024	39375	CONWAY, ANNEMARIE	668		100.22
04/20/2024	PC	04/26/2024	39376	FINNERTY, HOLLY E.	669		1,062.57
04/20/2024	PC	04/26/2024	39377	POIROT, KENNETH R.	673		965.18
04/20/2024	PC	04/26/2024	39378	VENTZKE, COLE C.	674		955.26
04/20/2024	PC	04/26/2024	39379	JOHNSON, RANDY J.	680		1,152.61
04/20/2024	PC	04/26/2024	39380	PARRISH, JASON P.	681		290.72
04/20/2024	PC	04/26/2024	39381	CRANDELL, ZACKARY R.	691		1,022.95
04/20/2024	PC	04/26/2024	39382	RABIDEAU, JACOB L.	696		1,033.64
04/20/2024	PC	04/26/2024	39383	BORTHS, MICHAEL J.	698		771.35

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/20/2024	PC	04/26/2024	39384	KNORR, KENT J.	700		2,394.26
04/20/2024	PC	04/26/2024	39385	ANZELL, BETH A.	702		1,668.93
04/20/2024	PC	04/26/2024	39386	MCDERMOTT, DENNIS J.	732		1,163.15
04/20/2024	PC	04/26/2024	39387	WALKER, MEREDITH A.	771		58.77
04/20/2024	PC	04/26/2024	39388	DRENTH, DOUGLAS A.	838		1,245.43
04/20/2024	PC	04/26/2024	39389	ELGART, SARAH N.	840		523.37
04/20/2024	PC	04/26/2024	39390	GILL, DAVID R.	856		1,191.33
04/20/2024	PC	04/26/2024	39391	LIVINGSTON, BRIAN D.	866		2,298.02
04/20/2024	PC	04/26/2024	39392	KLOOSTER, PATRICK H.	868		506.01
04/20/2024	PC	04/26/2024	39393	SCHOLEY, ROBERT W.	902		2,041.57
04/20/2024	PC	04/26/2024	39394	OLIVER, GRANT T.	915		1,109.43
04/20/2024	PC	04/26/2024	39395	POSTMUS, ANTHONY H.	916		1,094.87
04/20/2024	PC	04/26/2024	39396	DOUGLAS, MARK	935		1,571.25
04/20/2024	PC	04/26/2024	39397	FRATRICK, JOSEPH W.	940		757.93
04/20/2024	PC	04/26/2024	142168	COX, RONALD L.	869		418.12
Grand Totals:			72				113,020.84

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
04/20/2024	04/26/2024	142169	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,145.58
04/20/2024	04/26/2024	142170	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	69.80
04/20/2024	04/26/2024	142170	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	498.48
04/20/2024	04/26/2024	142171	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,330.00
04/20/2024	04/26/2024	142172	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	672.39
04/20/2024	04/26/2024	142173	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
04/20/2024	04/26/2024	142174	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,564.95
04/20/2024	04/26/2024	142175	THE HARTFORD	9035	LIFE - VOLUNTARY Pay Period:	276.73
04/20/2024	04/26/2024	142175	THE HARTFORD	9035	SPOUSE LIFE Pay Period: 4/20/	51.29
04/20/2024	04/26/2024	142175	THE HARTFORD	9035	CHILD LIFE Pay Period: 4/20/20	11.00
04/20/2024	04/26/2024	142175	THE HARTFORD	9035	AD&D - VOLUNTARY Pay Period	28.60
04/20/2024	04/26/2024	142175	THE HARTFORD	9035	SPOUSE AD&D Pay Period: 4/20	5.09
04/20/2024	04/26/2024	142175	THE HARTFORD	9035	CHILD AD&D Pay Period: 4/20/2	4.65
Grand Totals:		13				5,775.11

Km

Check Number	Payee	Amount
04/29/2024		
142195	HARTFORD, THE	2,696.94
142196	HEALTH DEPT OF NORTHWEST MICH	320.00
Total 04/29/2024:		3,016.94
Grand Totals:		3,016.94

Check Number	Payee	Amount
05/09/2024		
142197	9 OAKS INN	120.00
142198	ACE WELDING & MACHINE INC	4,025.00
142199	ACUSHNET COMPANY	562.49
142200	ALLEN SUPPLY	549.15
142201	ALL-PHASE ELECTRIC SUPPLY CO	992.52
142202	AMAZON CAPITAL SERVICES	1,549.06
142203	AMERICAN LEGAL PUBLISHING CORP	1,548.19
142204	ANDERSON, ELIZABETH A.	50.00
142205	ANZELL, BETH A.	50.00
142206	AT YOUR SERVICE PLUS INC	570.00
142207	AVFUEL CORPORATION	36,722.02
142208	BALLARD'S PLUMBING AND HEATING	1,569.83
142209	BANDIT INDUSTRIES INC	1,175.76
142210	CHARLEVOIX AGENCY	606.62
142211	CHARLEVOIX COUNTY CLERK	3,150.00
142212	CHARLEVOIX SCREEN MASTERS INC	5,389.35
142213	CHARLEVOIX TOWNSHIP TREASURE	75.69
142214	CINTAS	139.27
142215	CITY OF CHARLEVOIX - PETTY CASH	600.00
142216	CIVICPLUS LLC	23,918.67
142217	CONWAY PROFESSIONAL SERVICES	3,224.00
142218	DeROSIA, PATRICIA E.	50.00
142219	DEWOLF & ASSOCIATES	845.00
142220	DITCH WITCH SALES OF MICHIGAN	3,130.26
142221	DORAN, JUSTIN J.	50.00
142222	DOTSON, LINDSEY J.	50.00
142223	DOUGLAS, MARK	50.00
142224	DRENTH, DOUGLAS A	50.00
142225	DROST LANDSCAPE	4,839.22
142226	DVORACEK, SARAH	50.00
142227	EDGEWATER RESOURCES LLC	3,045.00
142228	ELECTIONSOURCE	163.70
142229	ELLIOTT, PATRICK M.	50.00
142230	ELLSWORTH FARMERS EXCHANGE	1,060.94
142231	ETNA SUPPLY	507.00
142232	FISHER SCIENTIFIC	627.22
142233	FURGESON, JUSTIN L.	438.88
142234	GALLS LLC	28.55
142235	GANNETT HOLDINGS- OHIO	300.00
142236	GFL ENVIRONMENTAL	353.32
142237	GORDON FOOD SERVICE	417.29
142238	GRAND TRAVERSE GARAGE DOOR C	246.80
142239	GREAT LAKES ELEVATOR LLC	375.00
142240	GRIFFITH, JOHN J	172.61
142241	GRP ENGINEERING INC	9,378.75
142242	HACH COMPANY	1,600.00
142243	HARRELL'S LLC	1,368.62
142244	HEYDLAUFF, MARK L.	1,088.71

Check Number	Payee	Amount
142245	HILLING, NICHOLAS A.	50.00
142246	HYDE SERVICES LLC	271.53
142247	INTEGRITY BUSINESS SOLUTIONS	355.29
142248	INTERNATIONAL INSTITUTE	210.00
142249	IPS GROUP INC	222.00
142250	KALAMAZOO SANITARY SUPPLY LLC	1,066.62
142251	KEIZER-MORRIS INTERNATIONAL	29,815.00
142252	KENWABIKISE, DAVID L.	391.92
142253	KIWANIS CLUB OF CHARLEVOIX	40.00
142254	KLOOSTER, ALIDA K.	50.00
142255	KNORR, KENT J.	50.00
142256	KRAFT BUSINESS SYSTEMS	33.95
142257	LAKESHORE TIRE & AUTO SERVICE	20.45
142258	LASER PRINTER TECHNOLOGIES	502.96
142259	LEITNER, CARRIE	2,750.00
142260	LIVINGSTON, BRIAN D.	50.00
142261	LUTTRELL WELL DRILLING INC	5,200.00
142262	MALEWITZ, HOLLY	135.00
142263	MCDERMOTT, DENNIS J.	50.00
142264	MCDONNELL, JILL L	90.66
142265	McGINN, KELLY A.	50.00
142266	MEGGISON'S CUSTOM WELDING	395.00
142267	METAL HEAD WELDING LLC	350.57
142268	MICHAEL MURPHY IV PHOTOGRAPHY	415.00
142269	MICHIGAN ASSOCIATION OF CHIEFS	280.00
142270	MICHIGAN ASSOCIATION OF PLANNIN	725.00
142271	MUNK, CHRISTOPHER J.	314.97
142272	MUTT MITT	1,991.77
142273	MWEA	95.00
142274	NCL OF WISCONSIN INC	1,074.58
142275	NORTH COAST FASTENERS LLC	13.33
142276	NORTHERN LIGHTS FAMILY OUTFITT	146.00
142277	NORTHERN MICHIGAN HARDWOODS	2,616.00
142278	NORTHWEST ELECTRONICS & REPAI	99.99
142279	OHM ADVISORS	504.00
142280	OLSON & HOWARD	2,371.50
142281	ORBAN, BARBARA K.	105.00
142282	OSMOSE UTILITIES SERVICES INC	366.25
142283	OTEC	40.00
142284	OTHERSIDE FERTILIZER COMPANY, T	8,700.00
142285	PENCHURA LLC	5,011.00
142286	POWER LINE SUPPLY	19,132.29
142287	POWER SYSTEM ENGINEERING INC	1,355.00
142288	PREIN & NEWHOF	525.50
142289	PRESTON FEATHER	1,228.66
142290	PROPERTY MANAGEMENT ELITE LLC	10,065.00
142291	QUILL LLC	367.40
142292	R & R PRODUCTS INC	634.05
142293	RGM SERVICES LLC	774.86

Check Number	Payee	Amount
142294	SCHEEL, JONATHAN D	50.00
142295	SCHOLEY, ROBERT W.	50.00
142296	STILWELL, BRIE	25.00
142297	STRANGE, MEGAN	25.00
142298	SWANSON K & D INC	375.00
142299	THORSON, SETH	50.00
142300	TRACE ANALYTICAL LABORATORIES I	1,398.25
142301	TRUCK & TRAILER SPECIALTIES	672.47
142302	UNIFIRST CORPORATION	654.13
142303	UNIVERSAL CREDIT SERVICES INC	87.50
142304	UP NORTH ASSESSING INC	5,500.00
142305	USABUEBOOK	1,362.50
142306	VILLAGE GRAPHICS INC	604.74
142307	VIRTUAL ACADEMY	175.00
142308	WALKER, MEREDITH A.	50.00
142309	WEAVER, SARAH	25.00
142310	WURST, RANDALL W.	50.00
142311	YOUNG, KRISTEN L.	311.26
142312	ZAREMBA EQUIPMENT INC	312.54
Total 05/09/2024:		229,805.98
Grand Totals:		229,805.98

Check Number	Payee	Amount
04/11/2024		
41124001	STATE OF MICHIGAN	23,568.48
Total 04/11/2024:		23,568.48
Grand Totals:		23,568.48

Check Number	Payee	Amount
04/15/2024		
41524001	MICHIGAN PUBLIC POWER AGENCY	21,024.25
Total 04/15/2024:		21,024.25
Grand Totals:		21,024.25

Check Number	Payee	Amount
04/22/2024		
42224001	ENTERPRISE FM TRUST	4,361.36
42224002	MICHIGAN PUBLIC POWER AGENCY	14,382.98
Total 04/22/2024:		18,744.34
Grand Totals:		18,744.34

Check Number	Payee	Amount
04/25/2024		
42524001	MICHIGAN PUBLIC POWER AGENCY	212,661.12
Total 04/25/2024:		212,661.12
Grand Totals:		212,661.12

Check Issue Date	Check Number	Payee	Amount
42624001			
04/26/2024	42624001	**EFTPS* Payroll Taxes	10,809.36
04/26/2024	42624001	**EFTPS* Payroll Taxes	10,809.36
04/26/2024	42624001	**EFTPS* Payroll Taxes	2,527.99
04/26/2024	42624001	**EFTPS* Payroll Taxes	2,527.99
04/26/2024	42624001	**EFTPS* Payroll Taxes	14,137.43
Total 42624001:			
	5		40,812.13
42624002			
04/26/2024	42624002	Alerus Financial	558.00
Total 42624002:			
	1		558.00
42624003			
04/26/2024	42624003	MissionSquare - 401 Plan 109153	1,094.68
Total 42624003:			
	1		1,094.68
42624004			
04/26/2024	42624004	MissionSquare - 457 Plan 300959	4,732.00
04/26/2024	42624004	MissionSquare - 457 Plan 300959	2,946.90
04/26/2024	42624004	MissionSquare - 457 Plan 300959	5,131.54
04/26/2024	42624004	MissionSquare - 457 Plan 300959	8,928.15
Total 42624004:			
	4		21,738.59
42624005			
04/26/2024	42624005	MissionSquare - Roth IRA 706117	1,190.00
Total 42624005:			
	1		1,190.00
42624006			
04/26/2024	42624006	STATE OF MICHIGAN	6,056.23
Total 42624006:			
	1		6,056.23
Grand Totals:			
	13		71,449.63

Check Number	Payee	Amount
04/26/2024		
42624007	MERS	65,577.78
Total 04/26/2024:		65,577.78
Grand Totals:		65,577.78

Check Number	Payee	Amount
04/29/2024		
42924001	MICHIGAN PUBLIC POWER AGENCY	24,660.02
Total 04/29/2024:		24,660.02
Grand Totals:		24,660.02

Check Number	Payee	Amount
05/09/2024		
4113	CHARLEVOIX COUNTY TREASURER	2,024.57
4114	CHARLEVOIX COUNTY TREASURER	2,420.32
4115	CHARLEVOIX DISTRICT LIBRARY	481.92
4116	CHARLEVOIX PUBLIC SCHOOLS	5,394.95
4117	CHARLEVOIX-EMMET ISD	1,337.86
4118	CITY OF CHARLEVOIX - TAXES DUE	6,932.29
4119	LAKE CHARLEVOIX EMS AUTHORITY	461.54
4120	RECREATIONAL AUTHORITY	101.26
4121	STATE OF MICHIGAN	7,515.13
Total 05/09/2024:		26,669.84
Grand Totals:		26,669.84

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

Charlevoix City Council

Consent Agenda

Title: EV Charging Rates

Date: May 8, 2024

Presented By:

Background:

Two electric vehicle charging stations were included in the Mason Street parking lot reconstruction project. Each station can charge two vehicles at a time. Utility Financial Solutions (UFS) was hired to develop the charging rate and session fees. Rate development is based on Charlevoix's wholesale power supply costs, station equipment costs, maintenance costs, operational costs, and ChargePoint fees. The session fees were developed by considering administration costs, ChargePoint fees, and an incentive to encourage turnover of the space. UFS' initial recommendations are a charging rate of \$0.37 per kWh, a fee of \$1.00 per connection, and \$1.50 for every 15 minutes of idle time.

The charging rate of \$0.37 kWh assumes a target port utilization of 12.5%. The initial estimated port utilization is less than 2.5%, and the rate at this percentage would be \$1.48 per kWh. The initial rate is justified, in part, to meet competitive retail pricing. This approach will also allow a gradual change in rates as actual port utilization becomes known (see the pricing table on page 5 of UFS' Summary Report). UFS recognizes that pricing is ultimately determined by the City Council and typically strikes a balance between cost recovery and competitive retail pricing.

Recommendation:

Motion to approve EV rates and fees recommended by Utility Financial Solutions of \$0.37 per kWh, \$1.00 per charging session and \$1.50 per quarter hour idle time as presented.

Attachments:

1. Charlevoix MI EV Charging Fees as of 04-26-2024
2. Charlevoix MI EV Charger Fees 04-26-2024 Summary Review

Charlevoix MI (City Owned Level II EV Charging Fees)

As of 4/26/2024

City Owned Level II EV Charging Fees Considerations

- Retail rate at charging station initially set to 37 cents per kWh, plus session fee, plus occupancy fee
- kWh fee recovers (assuming 12.5% port utilization) *
 - Power supply costs
 - Station equipment cost, maintenance, operating agreement
 - Embedded 10% for ChargePoint fee
- Session fee recovers (\$1.00 per charging session)
 - Administration costs
 - Embedded 10% for ChargePoint fee
- Occupancy/Idle Time fee recovers (\$1.50 per 15-minute block)
 - Intended to encourage turnover of space after charging completed
 - Embedded 10% for ChargePoint fee

* kWh Fee Notes:

Level II Chargers

- kWh fee of 37 cents per kWh assumes a target port utilization of 12.5%, however, initial expected port utilization is expected to be less than 2.5%, kWh fee would have been \$1.48 per kWh
- The initial 37 cents per kWh justification is due to meet retail competitive pricing and to slowly change rates to match actual port utilization over time (see pricing table below)
- Pricing ultimately up to Council to decide – usually a balance between cost recovery and competitive retail pricing as port utilization evolves

Rate for Utility Owned 19.2 kW, level 2 electric vehicle charger		
Monthly kWh	LF (Port Utilization / How often being used)	\$ per kWh
350	2.5%	\$ 1.48
701	5%	\$ 0.79
1,051	7.5%	\$ 0.56
1,402	10%	\$ 0.44
1,752	12.5%	\$ 0.37
2,102	15%	\$ 0.32
2,803	20%	\$ 0.27
3,504	25%	\$ 0.23
4,205	30%	\$ 0.21
4,906	35%	\$ 0.19
5,606	40%	\$ 0.18
6,307	45%	\$ 0.17
7,709	55%	\$ 0.16
9,110	65%	\$ 0.15
11,914	85%	\$ 0.14
14,016	100%	\$ 0.13
Competitive LF->	12.5%	\$ 0.37

- Station equipment cost, maintenance, operating agreement (estimated installation and 10 year costs)

Mason Street Lot Installation Scope includes installation of two (2) 19.2kW dual unit Level 2 chargers, electrical service panel structure, meter base, service panel, conduit, conductors, grounding, foundations, EV chargers, testing of completed installation, plus site removals and restoration.		
two (2) Level II Electric Vehicle Chargers, including a five (5) year network operating agreement and five (5) year warranty from Westside Solutions, Jackson, M	Mason Street EV Charging Station	\$ 33,348
GRP Engineering, Petoskey, Michigan	Mason Street EV Charging Station Installation	\$ 8,420
Estimated additional 5 year warranty	Estimate for warranty years 6 - 10	\$ 5,275
Estimated additional 5 year network operating agreement	Estimate for operating agreement years 6-10	\$ 6,220
	Total 10 year equipment, maintenance and operating agreeeme	\$ 53,263

Charlevoix MI City Owned Level II Electric Vehicle Charging Fees

EV Charger Background

The City of Charlevoix is installing:

- Two (2) 19.2kW dual unit Level 2 chargers
- Being installed at the Mason Street lot

EV Charger Equipment Costs

- Station equipment cost, maintenance, operating agreement (estimated installation and 10 year costs)

Mason Street Lot Installation Scope includes installation of two (2) 19.2kW dual unit Level 2 chargers, electrical service panel structure, meter base, service panel, conduit, conductors, grounding, foundations, EV chargers, testing of completed installation, plus site removals and restoration.		
two (2) Level II Electric Vehicle Chargers, including a five (5) year network operating agreement and five (5) year warranty from Westside Solutions, Jackson, Michigan	Mason Street EV Charging Station	\$ 33,348
GRP Engineering, Petoskey, Michigan	Mason Street EV Charging Station Installation	\$ 8,420
Estimated additional 5 year warranty	Estimate for warranty years 6 - 10	\$ 5,275
Estimated additional 5 year network operating agreement	Estimate for operating agreement years 6-10	\$ 6,220
	Total 10 year equipment, maintenance and operating agreement	\$ 53,263

EV Charger Fees Considerations

City Owned Level II EV Charger Fees:

- Base Charging Fee 37 cents per kWh (\$0.37) *
- Administration Fee \$1 per each charging session
- Occupancy Fee / Idle time fee \$1.50 per 15 minutes after charging complete

Fees Recover

- kWh fee recovers (assuming 12.5% port utilization) *
 - Power supply costs
 - Station equipment cost, maintenance, operating agreement
 - Embedded 10% for ChargePoint fee
- Session fee recovers (\$1.00 per charging session)
 - Administration costs
 - Embedded 10% for ChargePoint fee
- Occupancy/Idle Time fee recovers (\$1.50 per 15-minute block)
 - Intended to encourage turnover of space after charging completed
 - Embedded 10% for ChargePoint fee

kWh Fee Schedule by Port Utilization

- kWh fee of 37 cents per kWh assumes a target port utilization of 12.5%, however, initial expected port utilization is expected to be less than 2.5%, kWh fee would have been \$1.48 per kWh
- The initial 37 cents per kWh justification is due to meet retail competitive pricing and to slowly change rates to match actual port utilization over time (see pricing table to right)
- Pricing ultimately up to Council to decide – usually a balance between cost recovery and competitive retail pricing as port utilization evolves

Rate for Utility Owned 19.2 kW, level 2 electric vehicle charger		
Monthly kWh	LF (Port Utilization / How often being used)	\$ per kWh
350	2.5%	\$ 1.48
701	5%	\$ 0.79
1,051	7.5%	\$ 0.56
1,402	10%	\$ 0.44
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4,205	30%	\$ 0.21
4,906	35%	\$ 0.19
5,606	40%	\$ 0.18
6,307	45%	\$ 0.17
7,709	55%	\$ 0.16
9,110	65%	\$ 0.15
11,914	85%	\$ 0.14
14,016	100%	\$ 0.13
Competitive LF->	12.5%	\$ 0.37

Prepared by:
Chris Lund, Utility Financial Solutions, LLC



Charlevoix City Council

Consent Agenda

Title: Renewal of Automated Weather Observation System (AWOS) Contract with MDOT

Date: May 8, 2024

Presented By:

Background:

Currently, the airport has an Automated Weather Observation System (AWOS) in place. The AWOS system is vital for safe flight operations. The Charlevoix Municipal Airport was selected by MDOT to have a new upgraded AWOS system installed in 2024. The system will be updated at no additional cost to the city. MDOT is requiring the City Council approve a resolution authorizing the City Manager to sign the contract.

Recommendation:

Motion to approve resolution for the renewal of the AWOS contract with MDOT.

Attachments:

1. 2024.05.01 Resolution AWOS MDOT Authorizing Signers
2. MDOT AWOS Contract No. 2024-0538 - 4-26-24

**CITY OF CHARLEVOIX
RESOLUTION NO. 2024-05-01
MDOT AERO CONTRACT 2024-0538 CHARLEVOIX AWOS**

WHEREAS, the City of Charlevoix enters into contracts, grants, and certifications through Federal and State programs;

WHEREAS, Mark L. Heydlauff, City Manager has the authority to execute airport sponsors between the City of Charlevoix and the State of Michigan Department of Transportation, Office of Aeronautics and;

WHEREAS, if the Designated Signer has changed, the City of Charlevoix will contact the State of Michigan Department of Transportation, Office of Aeronautics with the changes.

NOW THEREFORE BE IT RESOLVED, that Mark L. Heydlauff, City Manager of the City of Charlevoix, be authorized and directed to execute airport sponsor contracts with the State of Michigan Department of Transportation, Office of Aeronautics on behalf of the Charlevoix Municipal Airport.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF CHARLEVOIX

CONTRACT

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

Recitals:

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

The AWOS is owned by MDOT and leased to the AGENCY in accordance with the terms of this Contract.

The parties agree that:

THE AGENCY WILL:

1. Retain ownership of all components of the Weather Briefing System but not the Data Collection System or the AWOS and its ancillary components.
2. Provide the following:
 - a. For the AWOS component:
 - i. A location within the airport's boundaries that meets the installation requirements of the current version of Federal Aviation Administration (FAA) Order 6560.20.
 - ii. A location within the terminal building for the AWOS data display. Access by pilots to this location will be available at least during normal business hours and preferably 24 hours a day.
 - b. For the Data Collection System component:

- i. A location within the terminal building for the computer equipment.
 - ii. One Dynamic Host Configuration Protocol (DHCP) or static internet protocol (static IP) wired internet access port for data dissemination traffic and remote maintenance monitoring. If suitable service cannot be offered, the State of Michigan may provide suitable broadband service for an additional fee.
 - c. For the Weather Briefing System component:
 - i. All necessary hardware, software, and internet service to allow access to the secure website of the weather briefing service provider for an additional fee; or
 - ii. All necessary hardware, software, and internet service to allow access to the FAA's aviationweather.gov website; or
 - iii. Public internet access available within the terminal building, publicly displayed, and available 24 hours a day with documents/posters of free apps and internet tools available for pre-flight planning purposes; and
 - iv. A location within the terminal building for the computer hardware that is available to pilots during the terminal building's normal business hours.
- 3. Provide one local telephone line and electrical power in accordance with the following:
 - a. The telephone line must be a single party line dedicated to the AWOS component.
 - b. Electrical power requirements:
 - i. 240V, 60Hz, 15 amps, or greater circuit dedicated to the AWOS component.
 - ii. 120V, 60Hz, 15 amps, or greater circuit for computer hardware provided by the AGENCY for the Weather Briefing System component and Data Collection System component.
 - iii. Pumps, motors, and similar units must be on a separate circuit.
- 4. Not charge users for direct or telephone dial-up access to the AWOS, public internet access, or use of the computer provided by the AGENCY for access to the selected website for the weather briefing service (provider service or aviationweather.gov).

5. Provide MDOT, its maintenance representative, and/or the Data Collection System service provider (Provider) with access to the SYSTEM upon advance notice for maintenance and for installation, if necessary.
6. Pay one hundred percent (100%) of the operational costs for electrical power usage, the telephone line, and internet service. These costs cannot be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
7. Pay MDOT fifty percent (50%) of the maintenance costs and SYSTEM service charges incurred by MDOT, including administrative costs and costs of scheduled and unscheduled work performed under this Contract, upon being invoiced by MDOT. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.) Maintenance costs incurred by the AGENCY will not be included in the total costs incurred by MDOT, nor will they be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
8. Pay one hundred percent (100%) of the costs to repair any damage to the SYSTEM caused by the AGENCY, its workforce, or any subconsultant hired by the AGENCY. If MDOT conducts these repairs, the AGENCY will be invoiced for one hundred percent (100%) of the costs. The AGENCY must pay MDOT directly for reimbursement of these repair costs and may file a claim with its insurance company for reimbursement. (See Section 12 below.)
9. Pay one hundred percent (100%) of the costs to repair damaged underground AWOS cables. If MDOT conducts these repairs, the AGENCY will be invoiced for one hundred percent (100%) of the costs. The AGENCY must pay MDOT directly for reimbursement of these repair costs and may file a claim with its insurance company for reimbursement. (See Section 12 below.) The AGENCY will not be liable for any costs for repairs to any AWOS cable damaged by MDOT.
10. Perform at its sole expense the following maintenance activities:
 - a. Keep the area within one hundred (100) feet of the AWOS mowed to a height not to exceed ten (10) inches.
 - b. Protect the integrity of any underground cables by preventing any trenching, plowing, grading, or tilling over them.
 - c. Protect the area within one thousand (1,000) feet of the AWOS wind sensors by preventing any construction, preventing the storage of large aircraft, clearing those trees identified by MDOT, and controlling the growth of all trees and vegetation in the area, including preventing the growth of any vegetation within the stone pad area around the AWOS and removing any vegetation that grows within this pad.

- d. Provide assistance to MDOT, the Provider, and the weather briefing service provider for minor troubleshooting, such as checking telephone circuits for dial tone, verifying internet connectivity, making visual inspections of sensors and external wiring, resetting circuit breakers and equipment, making display and equipment checks, replacing units, and resolving telecommunication/internet connection issues.
 - e. Clear snow to allow access to the AWOS, as necessary.
11. Not modify the SYSTEM in any way without the express written consent of MDOT, the FAA, and/or the Provider.
12. The AGENCY or its operators and vendors will maintain, for the duration of this Contract, insurance of the types and amounts provided herein with insurance companies authorized to do business in the State of Michigan. Such insurance will cover all operations under this Contract. The AGENCY will furnish MDOT with (a) certificate(s) of insurance in a form satisfactory to MDOT. The certificate(s) will provide that the policies will not be changed or cancelled until thirty (30) days written notice of change or cancellation is given to MDOT. In the event that a written notice of material change or cancellation is given, MDOT may, at its option, terminate this Contract. The State of Michigan and its departments, agents, boards, commissions, and all employees thereof will be named as additional insureds on all liability policies relating to the providing of services under this Contract.
- a. Workers' Compensation Insurance providing coverage consistent with the workers' compensation statutes and rules for the State of Michigan. Employers' Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence will be provided.
 - b. Comprehensive General Liability Insurance providing limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate will be provided. Property damage limits of at least One Hundred Thousand Dollars (\$100,000.00) will be included. A combined single limit policy of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate may be utilized. Coverage will include minimum personal injury protection and contractual liability.
 - c. Property Insurance providing replacement cost coverage for the systems, including all cabling, that are a part of this Contract. Coverage will be in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per occurrence.
13. Allow MDOT to review all new construction plans for compliance with current AWOS siting standards as set forth in the latest version of FAA Order 6560.20.

14. Comply with any and all federal, state, and local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Contract.

MDOT WILL:

15. Arrange with the Provider for the installation of the Data Collection System, if necessary.
16. Make arrangements with the weather briefing service provider for access to its secure website, if necessary.
17. Retain ownership of the AWOS and ancillary components.
18. Lease the AWOS to the AGENCY for the life of this Contract. MDOT will invoice the AGENCY a fixed cost of Ten Dollars (\$10.00) per year.
19. Install the AWOS, its ancillary components, and the Data Collection System on the airport property at the location(s) selected in accordance with the provisions of Sections 2(a)(i) and 2(b)(i), respectively.
20. Pay all invoices associated with the continued operation and maintenance of the SYSTEM except the invoices for electrical power, the telephone line, and internet service.
21. Bill the AGENCY at least on an annual basis or more frequently for the following:
 - a. For fifty percent (50%) of the service charges and maintenance costs incurred by MDOT for providing management of the SYSTEM and the entire weather network and for conducting scheduled and unscheduled maintenance of the AWOS. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.)
 - b. For one hundred percent (100%) of the costs incurred by MDOT for repairing damage to the SYSTEM caused by the AGENCY, its workforce, and/or any subconsultant of the AGENCY. MDOT will not invoice the AGENCY for costs incurred to repair any SYSTEM component damaged by MDOT. Components that are damaged during normal maintenance practices will be invoiced in accordance with subsection (a) above, as applicable.
 - c. For one hundred percent (100%) of the costs incurred by MDOT for repairing damaged AWOS cables. MDOT will not bill the AGENCY for costs incurred to repair any AWOS cables damaged by MDOT.

22. Perform the FAA-required scheduled and unscheduled maintenance of the AWOS. MDOT will provide the FAA Form 6030-1 logbook for entry of all maintenance activities.
23. Replace defective boards and components with serviceable spare items from MDOT's inventory of spare items. In addition, MDOT will make necessary arrangements for the purchase of replacement items or for factory repairs when necessary and will pay the factory for those purchases and repairs and for shipping. MDOT will bill the AGENCY for these costs in accordance with Section 21 above.
24. Provide the AGENCY with advance notice of intent to perform scheduled and unscheduled maintenance to allow satisfactory arrangements to be made for access to the SYSTEM.
25. Conduct regular inspections of the siting criteria defined area around the AWOS. MDOT will report any penetrations that may require mitigation promptly to the Airport Manager for mitigation.
26. Train AGENCY personnel on proper procedures for conducting preventative maintenance and cleaning tasks as required for satisfactory AWOS operations.
27. Act as the AGENCY's representative regarding compliance with FAA rules, regulations, advisory circulars, and directives pertaining to the maintenance and operation of the AWOS.
28. Act as the AGENCY's representative regarding compliance with Federal Communications Commission (FCC) rules and regulations, including modification and renewal of the FCC license for the AWOS transmitter.
29. Discontinue the AWOS operation, AWOS lease, data collection service, and/or weather briefing service and remove the associated components in the event of the following:
 - a. The AGENCY does not comply with the provisions of this Contract; or
 - b. The AGENCY no longer wishes to participate in the program.

GENERAL CONDITIONS:

30. The Provider will retain ownership of the Data Collection System.
31. The AGENCY (hereinafter in Appendix A referred to as the "contractor") will comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

32. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct unfair labor practices, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
33. In addition to the protection afforded by any policy of insurance, the AGENCY agrees to indemnify, defend, and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, the FAA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with the AGENCY's performance of this Contract; and
 - b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the AGENCY's performance of the services under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

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

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

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

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

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

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

35. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
36. The parties agree that this Contract constitutes the entire contract between the parties and supersedes any and all prior contracts or oral understandings.
37. This Contract will be in effect from the date of award through twenty (20) years, unless it is terminated by either party in accordance with Section 35.

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

CITY OF CHARLEVOIX

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director
Approved as to Legal Form
4-24-24 J.S.

ATTACHMENT 1

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

Scheduled Maintenance

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

Unscheduled Maintenance

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

Administration

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

Charlevoix City Council

Consent Agenda

Title: Quarterly Investment Update

Date: May 8, 2024

Presented By: Mark Heydlauff, City Manager

Background:

The City of Charlevoix Investment Policy authorizes the City Treasurer to establish procedures and internal controls for depositing City monies and carrying out investment decisions and activities consistent with the investment policy. Per the investment Policy, the Treasurer will report investment information to the City Manager and Council as to the type, rate and terms of the investments, total interest received, annual rate of returns with benchmark comparisons, bank ratings and other related information which enables the governing body to monitor and measure the success of the investment portfolio.

As of 5-8-2024, no investments (CD's) have matured.

Recommendation:

Motion to approve the investment report as presented.

Attachments:

1. Investments FY 2024-25 as of 5-8-24

CITY OF CHARLEVOIX
SCHEDULE OF FISCAL YEAR 2023-24 INVESTMENTS
As of May 08, 2024

ACCOUNT# / CUSIP	BANK	AMOUNT	INVEST DATE	MATURITY DATE	CASHED?	ANNUAL RATE	TIME DAYS	EST TOTAL PROCEEDS	EST 24-25 PROCEEDS		
6809318	CIBC - Private Bank	250,000	2/21/2023	2/20/2025	NO	4.750%	730	23,750	10,606		250,000
6894143	CIBC - Private Bank	250,000	8/17/2022	8/16/2024	NO	3.350%	730	16,750	3,166		250,000
6975062	CIBC - Private Bank	630,000	3/8/2023	3/7/2025	NO	5.000%	730	63,000	29,429		630,000
38150VDK2	Huntington - Goldman Sachs	250,000	7/8/2022	7/7/2024	NO	3.300%	730	16,500	2,215		250,000
06051V4P8	Huntington - Bank of America	250,000	11/1/2023	11/3/2025	NO	5.350%	733	26,860	13,375		250,000
6870388	CIBC - Private Bank	250,000	9/26/2022	9/25/2024	NO	4.150%	730	20,750	5,060		250,000
6887508	CIBC - Private Bank	250,000	7/11/2022	7/10/2024	NO	3.200%	730	16,000	2,214		250,000
15987UBK3	Huntington - Charles Schwab	250,000	4/25/2023	4/24/2025	NO	4.800%	730	24,000	12,000		250,000
587379AD0	Huntington - Mercantile Bank	250,000	4/30/2023	10/28/2024	NO	4.800%	548	18,000	6,953		250,000
90355GCYO	Huntington - UBS Bank USA	250,000	5/5/2023	5/5/2025	NO	4.800%	731	24,033	12,000		250,000
6933632	CIBC - Private Bank	250,000	8/16/2022	8/15/2024	NO	3.350%	730	16,750	3,143		250,000
											0
TOTALS:		\$3,130,000				Average Days & Totals:		714	266,393	100,162	3,130,000

Charlevoix City Council

Consent Agenda

Title: Approval of L-4029 Tax Rate Request Forms and Millage Collection Procedure Verification Form for 2024

Date: May 8, 2024

Presented By: Mark Heydlauff, City Manager

Background:

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

The Millage Collection Procedure Verification Form is still required. This form has been included and is signed by the City Clerk. On February 19, 2024, and in accordance with the Uniform Budgeting & Accounting Act, the City Council set the millage rate levy after the required annual Budget Public Hearing. The City of Charlevoix has met all the requirements as specified in the attached form. The Millage Collection Procedure Verification Form also requires form L-4029 to be approved at a City Council meeting.

Recommendation:

Motion to approve the City of Charlevoix and DDA L-4029 Tax Rate Request Forms for 2024.

Motion to approve the Millage Collection Procedure Verification Form for 2024 and to be signed by the City Clerk.

Attachments:

1. L-4029 for City and DDA
2. Millage Collection Procedure Verification Form 2024

L-4029

2024 Tax Rate Request (This form must be completed and submitted on or before September 30, 2024)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

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

County(ies) Where the Local Government Unit Levies Taxes		2024 Taxable Value of ALL Properties in the Unit as of 5-28-2024
Charlevoix		326,979,452
Local Government Unit Requesting Millage Levy		For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.
City of Charlevoix		

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2024 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election, Charter, etc.	(5) ** 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2024 Current Year "Headlee" Millage Reduction Fraction	(7) 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter	Gen Oper	6-5-78	15.0000	10.6052	.9876	10.4736	1.0000	10.4736	9.2736		
	Infra								1.2000		
PA213	Refuse	3-15-04	3.0000	2.6912	.9876	2.6578	1.0000	2.6578	1.0000		

Prepared by	Telephone Number	Title of Preparer	Date
Kelly McGinn	(231) 547-3251	Treasurer	05/08/2024

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

☒ Clerk
☐ Secretary

Signature: _____
Print Name: **Sarah Dvoracek**
Date: **05/08/2024**

☒ Chairperson:
☐ President

Signature: _____
Print Name: **Lyle Gennett**
Date: **05/08/2024**

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

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

Local School District Use Only: Complete if requesting millage to be levied. See STC Bulletin 2 of 2024 for instructions on completing this section.	Rate
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Instructions For Completing Form 614 (L-4029) 2024 Tax Rate Request, Millage Request Report To County Board Of Commissioners

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

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

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2024 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

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

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

Column 5: 2023 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The 2023 permanently reduced rate can be found in column 7 of the 2023 Form L-4029. For operating millage approved by the voters after April 30, 2023, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2024 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2024 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2024. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2024 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2024 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2024 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2024. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2024 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2024. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

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

Carefully read the instructions on page 2.

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

This is form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2024 tax roll.

Prepared by Kelly McGinn	Telephone Number (231) 547-3251	Title of Preparer Treasurer	Date 05/08/2024
------------------------------------	---	---------------------------------------	---------------------------

Lyle Gennett
5/8/2024

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

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2024 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Instructions For Completing Form 614 (L-4029) 2024 Tax Rate Request, Millage Request Report To County Board Of Commissioners

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

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

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2024 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

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

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

Column 5: 2023 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The 2023 permanently reduced rate can be found in column 7 of the 2023 Form L-4029. For operating millage approved by the voters after April 30, 2023, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2024 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2024 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2024. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2024 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2024 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2024 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2024. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2024 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2024. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

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

Millage Collection Procedure Verification Form

Taxing Unit Name: City of Charlevoix

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

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

Truth in Taxation Section

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

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

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

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

OR

- ☒ Section 16 of the Uniform Budgeting & Accounting Act was complied with by addressing the millage rate to be levied at the Annual Budget Hearing held on 2-19-2024 (enter date). Please confirm each of the following statements by checking the associated box:

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

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

OR

☐ A Truth in Taxation Hearing was held on _____ (enter date). Please confirm each of the following statements by checking the associated box:

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

Tax Rate Request Section

By signing below, the taxing unit listed above verifies that the L-4029 form was approved by the taxing unit's board/council at a meeting held on 5-8-2024 (enter date). Please confirm each of the following statements, if applicable, by checking the associated box:

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

Signed:

Supervisor and/or Clerk

Date: 5-8-2024

Charlevoix City Council

Consent Agenda

Title: Recreation Advisory Committee Resignation-Jennifer Fruk

Date: May 8, 2024

Presented By:

Background:

Jennifer Fruk submitted her resignation from the Recreation Advisory Committee. Her term expires December 2024.

Recommendation:

Motion to accept Jennifer Fruk's resignation from the Recreation Advisory Committee.

Attachments:

1. Jennifer Fruk's Resignation

From: Jennifer Fruk <jennfruk@gmail.com>
Sent: Wednesday, April 17, 2024 5:45 PM
To: Beth Anzell <betha@charlevoixmi.gov>; Kent Knorr <kentk@charlevoixmi.gov>
Subject: RAC Resignation

Dear City of Charlevoix & Kent Knorr- Recreation Director,

I have been honored to have had the opportunity to participate in serving as a member of the City of Charlevoix Recreation Advisory Committee. I wish to resign as a member at this time due to my family obligations.

My husband and I have 3 teens/tween involved in many sports and musician activities. I am in this sweet spot in life that my time with them is happening too fast in too many places at the same time. Unfortunately, I cannot fully commit to attending the majority of the RAC meetings. Perhaps when life slows down a bit and my kids move on to grown up life, I will be able to commit time to being on boards and committees again!

I hope someone else can have the opportunity to be a part of our city's recreation plan with my township position.

Please let me know if I need to come in to be unsworn or sign anything for resignation.

Thank you so much, it has been a joy!

Jenn Fruk
906-235-7988

Charlevoix City Council

Consent Agenda

Title: Roof Replacement Contract with Edgewater Roofing Inc. for \$33,366.22

Date: May 8, 2024

Presented By: Pat Elliott, Public Works Superintendent

Background:

In the 2024/25 budget we have money allocated for pavilion upgrades at Ferry Beach Park. During the fall of 2023, we discovered a leak in the roof of the center concession pavilion and have since repaired that problem. While repairing that leak, we took note of the condition of the rest of the roof and shingles, and determined they were in need of replacement. We then looked at all the other facilities at Ferry Beach Park and determined that the condition of those shingles were also in need of replacement. As far as we can tell, these are the original shingles and are at least 25 years old. If this project is approved, the contractor has stated that all the work will be completed prior to our busy beach season.

We received two bids for this work from local roofing contractors and Edgewater Roofing Inc. was the low bidder by approximately 7%.

Recommendation:

Motion to accept the bid as provided by Edgewater Roofing Inc for a total of \$33,366.22 and authorize the City Manager to sign all required documents.

Attachments:

1. Roof Estimate-Ferry Beach

#1

CONCESSION

EDGEWATER ROOFING INC.

ROOF ESTIMATE

City Of Charlevoix, Att; Pat Elliot
210 State St.
Charlevoix, MI. 49720
pate@charlevoixmi.gov

April 12, 2024

RE; New roof, Ferry Beach concession stand and picnic pavilion, as per Pat Elliot.

JOB DESCRIPTION: Tear off existing roof and dispose of properly. Install new drip edge on all rakes and eaves, install 6 ft Ice and Water shield on all eaves, install titanium underlayment to remaining area of roof deck, reflash all soil pipes, install shingles as chosen, install ridge cap.

MATERIALS; 28sq shingles, drip edge, starter shingles, ice and water shield, titanium synthetic underlayment, soil pipe flashings, ridge cap, all fasteners.

PRICES; All prices include, the above materials, all labor, all disposals, all permits.

CERTAINTED LANDMARK AR standard dimensional shingles.....\$ 13,910.81

CERTAINTED LANDMARK AR PRO dimensional shingles.....\$ 14,227.45

EXCEPTIONS; Any replacement of rotten boards and or *sheathing*, and or sidewall flashings, will be a time and materials charge, \$ 75.00 per man per hour plus materials. If accepted, I ask for a \$ 4500.00 deposit due the day the job is started.

Balance due upon job completion.

All new roofs have a 5yr workmanship warrantee.

If accepted, please sign, date, and return copy.

THANK YOU.

P.O.Box 571 Petoskey, MI 49770 Office/Fax 231 439 9776

Mich License # 2103170122

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#2

North Pav.

EDGEWATER ROOFING INC.

ROOF ESTIMATE

City Of Charlevoix, Att; Pat Elliot
210 State St.
Charlevoix, MI. 49720
pate@charlevoixmi.gov

April 26, 2024

RE; New roof, North horseshoe pavilion.

JOB DESCRIPTION: Tear off existing roof and dispose of properly, Install new drip edge on all rakes and eaves, install 6 ft Ice and Water shield on all eaves, install titanium underlayment to remaining area of roof deck, install shingles as chosen, install ridge cap.

MATERIALS: 14sq shingles, drip edge, starter shingles, ice and water shield, titanium synthetic underlayment, ridge cap, all fasteners.

PRICES; All prices include, the above materials, all labor, all disposals, all permits.

CERTAINTEED LANDMARK AR standard dimensional shingles.....\$ 6938.76

CERTAINTEED LANDMARK AR PRO dimensional shingles.....\$ 7214.90

EXCEPTIONS: Any replacement of rotten boards and or *sheathing*, and or sidewall flashings, will be a time and materials charge, \$ 75.00 per man per hour plus materials. If accepted, I ask for a \$ 3000.00 deposit due the day the job is started.

Balance due upon job completion.

All new roofs have a 5yr workmanship warrantee.

If accepted, please sign, date, and return copy.

THANK YOU.

P.O.Box 571 Petoskey, MI 49770 Office/Fax 231 439 9776

Mich License # 2103170122

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#3

South Pav.

EDGEWATER ROOFING INC.

ROOF ESTIMATE

City Of Charlevoix, Att; Pat Elliot
210 State St.
Charlevoix, MI. 49720
pate@charlevoixmi.gov

April 26, 2024

RE; New roof, South pavilion.

JOB DESCRIPTION: Tear off existing roof and dispose of properly, Install new drip edge on all rakes and eaves, install 6 ft Ice and Water shield on all eaves, install titanium underlayment to remaining area of roof deck, install shingles as chosen, install ridge cap.

MATERIALS: 19sq shingles, drip edge, starter shingles, ice and water shield, titanium synthetic underlayment, ridge cap, all fasteners.

PRICES; All prices include, the above materials, all labor, all disposals, all permits.

CERTAINTED LANDMARK AR standard dimensional shingles.....\$ 9415.09

CERTAINTED LANDMARK AR PRO dimensional shingles.....\$ 9699.45

EXCEPTIONS; Any replacement of rotten boards and or *sheathing*, and or sidewall flashings, will be a time and materials charge, \$ 75.00 per man per hour plus materials. If accepted, I ask for a \$ 4000.00 deposit due the day the job is started.

Balance due upon job completion.

All new roofs have a 5yr workmanship warrantee.

If accepted, please sign, date, and return copy.

THANK YOU.

P.O.Box 571 Petoskey, MI 49770 Office/Fax 231 439 9776

Mich License # 2103170122

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#4

Fish BATH House

EDGEWATER ROOFING INC.

ROOF ESTIMATE

City Of Charlevoix, Att; Pat Elliot
210 State St.
Charlevoix, MI. 49720
pate@charlevoixmi.gov

April 26, 2024

RE; New roof, bathroom house. Ferry Beach

JOB DESCRIPTION: Tear off existing roof and dispose of properly, Install new drip edge on all rakes and eaves, install 6 ft Ice and Water shield on all eaves, install titanium underlayment to remaining area of roof deck, install soil pipe flashing, install shingles as chosen, install ridge cap.

MATERIALS; 6sq shingles, drip edge, starter shingles, ice and water shield, titanium synthetic underlayment, soil pipe flashing, ridge cap, all fasteners.

PRICES; All prices include, the above materials, all labor, all disposals, all permits.

CERTAINTED LANDMARK AR standard dimensional shingles.....\$ 3101.56

CERTAINTED LANDMARK AR PRO dimensional shingles.....\$ 3296.40

EXCEPTIONS; Any replacement of rotten boards and or *sheathing*, and or sidewall flashings, will be a time and materials charge, \$ 75.00 per man per hour plus materials. If accepted, I ask for a \$ 0 deposit due the day the job is started.

Balance due upon job completion.

All new roofs have a 5yr workmanship warrantee.

If accepted, please sign, date, and return copy.

THANK YOU.

P.O.Box 571 Petoskey, MI 49770 Office/Fax 231 439 9776

Mich License # 2103170122

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Charlevoix City Council

Consent Agenda

Title: Truck Lease through Enterprise Fleet

Date: May 8, 2024

Presented By:

Background:

In the 2024/25 budget, we allocated money for an additional leased vehicle through the Enterprise Fleet program. The vehicle that we have specified is a Chevy 5500 with a dump body. This vehicle will be used by the DPW and will mainly tow our new leaf vac machine. The truck has been sized properly and will be able to haul and tow this equipment without requiring a commercial driver's license (CDL). By not requiring the CDL, this will allow much more flexibility with scheduling and who can drive the truck and who can not. Attached are the specifications for the truck and the lease details.

Recommendation:

Motion to approve the lease agreement with Enterprise Fleet and authorize the City Manager to sign all required documents.

Attachments:

1. Silverado 5500Hd with Dump Body

Prepared For: City of Charlevoix Elliott, Pat				Date 04/29/2024 AE/AM AB3/rbr	
Unit #					
Year	2024	Make	Chevrolet		Model Silverado 5500HD
Series	1WT 4x2 Regular Cab DRW				
Vehicle Order Type	Ordered	Term	60	State MI	Customer# 607192
\$ 81,583.04		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>MI</u>		
\$ 103.00		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 600.00		Other: (See Page 2)			
\$ 10,889.50		*	Capitalized Price Reduction		
\$ 0.00		*	Tax on Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 71,293.54		Total Capitalized Amount (Delivered Price)			
\$ 962.46		Depreciation Reserve @ <u>1.3500%</u>			
\$ 466.39		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,428.85		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.00</u> Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Sales Tax <u>6.0000%</u>		State <u>MI</u>	
\$ 1,428.85		Total Monthly Rental Including Additional Services			
\$ 13,545.94		Reduced Book Value at <u>60</u> Months			
\$ 475.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color (0 I) Dark Ash/Jet Black

Lic. Plate Type Title Only

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color (0 I) Dark Ash/Jet Black

Lic. Plate Type Title Only

GVWR 0

Quote based on estimated annual mileage of 7,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Charlevoix		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Dump Truck - Duraclass 11ft steel Duratuff dump body and hoist (AME Quote: 2404char11ptod)	C	\$ 21,779.00
Receiver Hitch (AME Quote: 2404char11ptod)	C	\$ 0.00
Strobe Lights - green corner strobes (AME Quote: 2404char11ptod)	C	\$ 0.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 21,779.00
Aftermarket Equipment Total		\$ 21,779.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 300.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 600.00
Other Charges Total		\$ 600.00

VEHICLE INFORMATION:

2024 Chevrolet Silverado 5500HD 1WT 4x2 Regular Cab DRW - US

Series ID: CC56403

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$56,201.04	\$59,561.64
Total Options	\$2,275.00	\$2,500.00
Destination Charge	\$1,895.00	\$1,895.00
Total Price	\$60,371.04	\$63,956.64

SELECTED COLOR:

Exterior:	GAZ-(0 P) Summit White
Interior:	H2Q-(0 I) Dark Ash/Jet Black

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
066	4.10 Rear Axle Ratio	STD	STD
1WT	Preferred Equipment Group 1WT	NC	NC
5H1	2 Spare Keys Key System	\$40.95	\$45.00
719	Black Seat Belts	NC	NC
7Y7	Heavy-Duty Dual 1100 Cold-Cranking Amps Batteries	STD	STD
8E8	Black Front Bumper	NC	NC
9L3	Spare Tire Delete	STD	STD
AE7	40/20/40 Front 3-Passenger Split-Bench Seat	STD	STD
AKP	Solar Absorbing Tinted Glass	NC	NC
AY0	Single-Stage Frontal Airbags For Driver & Front Outboard Passenger	STD	STD
BTN	Top Post Threaded Battery Jump Start Stud	\$45.50	\$50.00
C67	Single-Zone Air Conditioning	STD	STD
C99	Frontal Passenger-Side Airbag Deactivation Switch	Included	Included
DF2	Black Outside Vertical Camper Style High-Visibility Mirrors	STD	STD
E01	Assist Steps	NC	NC
ED9	165" Wheelbase (419.1 cm), 84" CA	STD	STD
F0C	49" Axle To End Of Frame	NC	NC
FTC	6,250 lbs Dana Spicer D800-N I-Beam Non-Driving Front Axle	STD	STD
FTW	6,250 lbs (2,835 kg) Multi-Leaf Front Suspension	STD	STD
G68	Rear Shock Absorbers	\$59.15	\$65.00
GAZ_01	(0 P) Summit White	NC	NC
GR4	13,500 lbs. (6,123 kg) Multi-Leaf Vari-Rate Rear Suspension	\$22.75	\$25.00
GZJ	GVWR: 18,000 lbs (8,165 kg)	\$1,001.00	\$1,100.00
H2Q_01	(0 I) Dark Ash/Jet Black	NC	NC
HD2	Dana Spicer S14-110 Single Reduction 13,500 lb. Rear Axle (6,124 kg)	\$323.05	\$355.00
IO3	Radio: AM/FM Stereo w/4.2" Diagonal Color Display	STD	STD
K05	Engine Block Heater	\$91.00	\$100.00
KBK	Fuel Sense Performance Transmission Shift Control Calibration	NC	NC
KG4	150 Amps Alternator	STD	STD
L5D	Engine: Duramax 6.6L Turbo-Diesel V8	STD	STD
MIU	Transmission: Allison A1700RDS 6-Spd Automatic	\$263.90	\$290.00
N2L	40 Gallon Rear Fuel Tank	STD	STD
N4C	50 State Emissions Certification	STD	STD

CODE	DESCRIPTION	INVOICE	MSRP
NPR	Side Exit Exhaust System Behind Right Rear Wheel	STD	STD
PD7	Spare Wheel Delete	NC	NC
PTO	Power Take-Off Engine Control Provisions	\$254.80	\$280.00
PWQ	Wheels: 19.5" x 6.75" Black Painted Hub Piloted Steel w/8-Holes	STD	STD
R6G	26,000 lbs. GCWR (11,793 kg)	NC	NC
R7N	5500 HD Series	Included	Included
SFW	SEO: Back Up Alarm Calibration	Included	Included
STDTM	Vinyl Seat Trim	STD	STD
U04	Single-Note Horn	NC	NC
UDC	3.5" Diagonal Monochromatic Display Driver Info Center	Included	Included
UQ5	4-Speaker Audio System	Included	Included
UZF	Backup Alarm	\$159.25	\$175.00
VK3	Front License Plate Kit	\$13.65	\$15.00
VWX	Black Molded In Color Base Grille	NC	NC
XEY	Tires: Front 225/70R19.5G Highway Blackwall Pirelli	STD	STD
YEY	Tires: Rear 225/70R19.5G Highway Blackwall Pirelli	STD	STD
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Side Steps: yes
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Front License Plate Bracket: front license plate bracket
Body Material: composite/galvanized steel body material
: trailering with harness, brake controller
Fender Flares: body-coloured fender flares
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
Smokers Package: ashtray

Entertainment Features:

radio: AM/FM stereo with seek-scan
Audio Theft Deterrent: audio theft deterrent
Speakers: 4 speakers
1st Row LCD: 2 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Cab Clearance Lights: cab clearance lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Type: Bosch/Meritor/Wabco front disc/rear drum brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Ignition Disable: immobilizer
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabbback Insulator: cabbback insulator
Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 350-hp, 6.6-liter V-8 (diesel)

Standard Transmission:

Transmission 6-speed automatic w/ OD

Charlevoix City Council

Consent Agenda

Title: Roof Replacement at Charlevoix Train Depot Contract

Date: May 8, 2024

Presented By:

Background:

As part of the \$20,000 Certified Local Government Grant awarded to the City in 2023 to support the Roof Replacement project at the Charlevoix Train Depot, the Charlevoix Historical Society and City Staff issued an RFP and received five proposals. Cosier Roofing was the proposal that scored highest by the selection committee based on pricing, quality of submission, and completion of application materials. Bid info and vendor selection rationale were submitted to the State Historic Preservation Office (SHPO) on April 19th. SHPO responded by asking two questions on April 29th. Answers were provided right away, and final approval of vendor selection is expected any day now.

The Historical Society, who owns the depot, will be paying for the roof for any and all costs beyond the value of the grant funds received from SHPO. As the certified local government, we have to initiate the grant.

Recommendation:

Motion to approve the contract between Cosier Roofing LLC and the City of Charlevoix pending final approval of contractor selection by the State Historic Preservation Office and authorize the City Manager to make reasonable adjustment as may be directed by SHPO.

Attachments:

1. Contract for Depot Roof Replacement 4-30-24
2. Estimate_1590_from_Cosier_Roofing_LLC rev 4-19



CITY OF CHARLEVOIX

in partnership with



(Property Owner)

CONTRACT DOCUMENTS

PROJECT: ROOF REPLACEMENT AT CHARLEVOIX TRAIN DEPOT

CONTRACT

THIS AGREEMENT made this the 9th day of May, 2024, by and between Cosier Roofing LLC (*a Limited Liability Company existing under the laws of the State of Michigan*) hereinafter called the "*Contractor*", and the City of Charlevoix hereinafter called the "*Grantee/Local Public Agency*." The property owner is the Charlevoix Historical Society hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Grantee/Local Public Agency for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services, including transportation services, and perform and complete all work required for the removal and replacement of the roof at the Charlevoix Historic Train Depot, 305 Chicago Avenue, as detailed in the Project Request for Proposal, hereby incorporated into this agreement; in general, remove the existing shingle roof and dispose of properly, install new roof with dark green Certainteed Landmark AR Pro shingles, including new drip edges, a 6 ft ice and water shield, titanium or synthetic felt underlayment, soil pipes and bathroom vents and color clad metal valleys, install ridge vent and ridge cap, remove and reinstall existing historic decorative flashing ridge, remove existing and install new EPDM rubber membrane to two flat roof portions with proper underlayments.

This work is pursuant to the full terms and conditions of the Certified Local Government (CLG) Grant Agreement executed between the Michigan State Historic Preservation Office (SHPO) and City of Charlevoix. All work shall meet the *U.S. Secretary of the Interior's Standards for Rehabilitation*.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract, subject to additions and deductions for any signed Change Orders, the sum of Sixty-two thousand Dollars (\$62,000).

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- | | |
|---------------------------|---------------------------------------|
| a. This Agreement | e. General Conditions, Parts I and II |
| b. Signed Copy of Bid | f. Special Conditions |
| c. Request for Proposal | |
| d. Change to Project Work | |

This Agreement, together with other documents enumerated in this ARTICLE 3, forms the Contract between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate original copies on the day and year first above written.

____ Cosier Roofing, LLC _____
(The Contractor)

By _____ John Cosier/Owner

City of Charlevoix _____
(Grantee/Local Public Agency)

By _____ Mark Heydlauff/City Manager

GENERAL SPECIFICATIONS

GENERAL CONDITIONS

PART I

101.DEFINITIONS

Whenever used in any of the Contract documents, the following meanings shall be given to the terms herein defined:

- a. The term "*Contract*" means the Contract executed by the Grantee/Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I AND II form a part.
- b. The term "*Grantee/Local Public Agency*" means the City of Charlevoix which is authorized to undertake this Contract.
- c. The term "*Owner*" means the Charlevoix Historical Society, owner of the Train Depot.
- d. The term "*Contractor*" means the person, firm or corporation entering into the Contract with the Grantee/Local Public Agency to construct and install the Improvements embraced in this Contract.
- e. The term "*Project Area*" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- f. The term "*Local Government*" means the town, village, city, county(ies) or other political subdivision of the State of Michigan within which the Project Area is situated.
- g. The term "*Subcontractor*" means an individual, firm, or corporation having a contractual responsibility with the general contractor or with any other subcontractor for the performance of a part of the work at the site.
- h. The terms "*Addendum*" or "*Addenda*" mean any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Grantee/Local Public Agency to prospective Bidders prior to the time of receiving Bids.

102.SUBCONTRACTS

- c. The Contractor shall be as fully responsible to the Grantee/Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Grantee/Local Public Agency.

103.PROGRESS SCHEDULE

- a. The Contractor shall submit for approval immediately after execution of the Agreement, a Progress Schedule, showing the proposed dates of starting and completing the work and the anticipated payments to become due the Contractor. Scheduling of work on the premises is to be mutually agreed with the Owner.

104.PAYMENTS TO CONTRACTOR**1. Partial Payments**

- a. The Contractor shall submit requisitions for partial payment and submit it to the Owner for approval. Payment shall be made to the Contractor within 30 days of the approval of a partial pay request.

2. Final Payment

- a. After final inspection and acceptance by the Grantee/Local Public Agency and Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment. The amount of the final payment due the contractor shall be the total sum shown in the Agreement as adjusted by approved change orders, minus previous payments.
- b. The Grantee/Local Public Agency/Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials and services to the Contractor.

105.CHANGES IN THE WORK

- a. Changes to the Project Work or Material may be made only by written change order on the Change Order attached hereto. Such Change Orders shall not be binding on Contractor until signed by Owner and Contractor.

106.TERMINATION, DELAYS

- a. *Right of the Grantee/Local Public Agency to Terminate Contract.* In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Grantee/Local Public Agency may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.
- b. *Excusable Delays.* The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor. Provided, however, that the Contractor promptly notifies the Grantee/Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Grantee/Local Public Agency shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Grantee/Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

107. DISPUTES

- a. All disputes arising out of this Contract, the improvements or the furnishing of labor or material shall be heard by a court of competent jurisdiction in Charlevoix County.

108. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Work description, all workmanship, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose.

109. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and debris removal shall comply with all applicable ordinances and codes, including all written waivers.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction at variance with any applicable ordinance or code, including any written waivers, the Contractor shall remove such work without cost to the Grantee/Local Public Agency, or a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

110. CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Grantee/Local Public Agency/Owner.
- b. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

111. ACCIDENT PREVENTION

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

- b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Grantee/Local Public Agency may determine to be reasonably necessary.
- c. The Contractor shall indemnify and save harmless the Grantee/Local Public Agency and Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

112.USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and construction operations as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

113.REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically remove and legally dispose of all surplus material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights-of-way in a neat and clean condition.

114.INSPECTION

- a. All materials and workmanship shall be subject to inspection by the Grantee/Local Public Agency and the Owner at any and all times during construction.

115.INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Grantee/Local Public Agency and Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

- a. *Compensation Insurance:* The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workers's Compensation Insurance.
- b. *Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:* The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.

- c. *Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:* The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Conditions specified in subparagraph (b) hereof.
- f. *Proof of Carriage of Insurance:* The Contractor shall furnish the Grantee/Local Public Agency with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies, naming the City of Charlevoix as the certificate holder and the Charlevoix Historical Society as additional insured. Such certificates shall also contain substantially the following statement: *"The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Grantee/Local Public Agency."*

116.SURETY BOND

The contract must be accompanied by a performance and payment bond. The bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570.

117.GENERAL GUARANTY

Neither the final payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Grantee/Local Public Agency and Owner shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of **ten years** from the date of final acceptance of the work. The Grantee/Local Public Agency/Owner will give notice of defective materials and work with reasonable promptness.

118. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the

contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor as supplemented by 40 Code of Federal Regulations Part 60.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

119. NONSEGREGATED FACILITIES

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certifications in his files.

120. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contractor to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
2. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.
The Contractor will include the provisions of paragraphs (1) and (2) in every Subcontract so that such provisions will be binding upon each Subcontractor

GENERAL SPECIFICATIONS GENERAL CONDITIONS PART II

121. REGULATIONS PURSUANT TO COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland Anti-Kickback Act (Title 40 U.S.C., Section 276c), and any amendment or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractor thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerance, and exemptions from the requirements thereof.

122. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

123. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Grantee/Local Public Agency reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

GENERAL SPECIFICATIONS SPECIAL CONDITIONS

301. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Grantee/Local Public Agency in the Notice to Proceed to the Contractor and shall be fully completed within 120 consecutive calendar days thereafter.

302. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

The Contractor shall maintain and retain all required records for three (3) years after grant end date or until any audit questions are resolved.

303.COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- c. All papers required to be delivered to the Grantee/Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to City of Charlevoix, City Clerk's Office, 210 State Street, Charlevoix, MI 49720. The Owner's address is 103 State Street, P.O. Box 525, Charlevoix, MI 49720.

ATTACHMENTS (RFP dated 3-15-24 and Change to Project Work dated 4-12-24)

NOTICE TO PROCEED (DRAFT)

To: _____

Date: _____

Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, _____, on or before _____, _____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

Grantee/Local Public Agency /Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
Is hereby acknowledged by

This the _____ day of _____

_____, _____

By _____

Title _____

CHANGE ORDER (DRAFT)

Change Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE Adjusted by previous CHANGE ORDER: \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:
\$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by ____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals Required:

To be effective this order must be approved by the signatories below.

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____



Cosier Roofing LLC
5312 Barber Rd
Boyne City, MI 49712
(231)373-0027
john@cosierroofing.com

Estimate 1590

DATE 04/19/2024	TOTAL \$62,000.00	
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ADDRESS
Charleviox Historical society

.....

ACTIVITY	QTY	RATE	AMOUNT
Roofing Charleviox Train Depot Roof -Tear off and repair: single layer asphalt roof -Install 1 1/2" drip edge -Install ice and water shield 6' up eave and in valleys -Install sythetic felt over remainder of roof -Install flashing on all side walls and chimneys -Install Certainteed Landmark Pro shingles green - install color matech metal valleys -Install vented ridge throughout -Install new pipe flashing -Permit fees included -All landscaping to be protected during project -Materials, labor, and disposal included	1	62,000.00	62,000.00
Roofing Roof sheeting replacement per square foot cost \$2.50 sq ft	1	0.00	0.00
Roofing Install EPDM rubber membrain on lake side balcany and 4' x 8' eyebrow on garden side of building	1	0.00	0.00

TOTAL	\$62,000.00
-------	-------------

THANK YOU.

Accepted By

Accepted Date

Charlevoix City Council

Public Hearings and Actions Requiring Public Hearings

Title: Public Hearing: Planning Commission Member Janet Coltman

Date: May 8, 2024

Presented By: Mark Heydlauff, City Manager

Background:

The Planning Commission's Bylaws require the Clerk to notify Council of any member who missed three consecutive regularly scheduled meetings. On April 15, 2024, the Clerk notified the Council that Ms. Coltman was absent from three consecutive regularly scheduled meetings. At the Council meeting later that day, Council unanimously voted to set a public hearing for the purpose of removing Ms. Coltman from the Planning Commission due to her missing three consecutive regularly scheduled meetings and requested the City Clerk notify Ms. Coltman of the public hearing and purpose.

The letter from the Clerk to Ms. Coltman is attached as well as Ms. Coltman's response to the letter.

Recommendation:

Direction and discussion.

Attachments:

1. Letter to Ms. Coltman from Clerk
2. Response Letter from Janet Coltman



April 16, 2024

Ms. Janet Coltman
608 Division Street
Charlevoix, MI 49720

Dear Ms. Coltman:

I am writing to you due to your recent lack of attendance in regularly scheduled Planning Commission meetings. You have missed three consecutive regularly scheduled meetings. You have been absent from the following meeting dates: February 12, 2024, March 11, 2024, and April 8, 2024.

The Planning Commission's Bylaws, Section 2.4 Attendance, states that a Commission member's absence from three consecutive regularly scheduled meetings shall be considered nonfeasance in office. Nonfeasance in office shall be grounds for the City Council to remove a member from the Commission for nonperformance of duty, or misconduct, after holding a public hearing on the matter. The Commission secretary, or acting secretary in the absence of the elected secretary, shall keep attendance records and shall notify the City Council whenever any member of the Commission is absent from three consecutive regularly scheduled meetings, so the City Council can consider further action allowed under law or excuse the absences.

As stated in the Michigan Planning Enabling Act, Section 125.3815, (9) The legislative body may remove a member of the planning commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing.

As the Commission's secretary, on Monday, April 15, 2024, I notified the City Council of your lack of attendance from three consecutive regularly scheduled meetings. Last night, at the City Council meeting, Council unanimously voted to hold a public hearing for the purpose of removing you from the Planning Commission. The public hearing will take place on Wednesday, May 8, 2024, at 6pm in the City Council Chambers, 210 State Street, Charlevoix, MI 49720.

You have several options for how to proceed. You may resign, this can be done with a simple email message to me. Or you can respond in writing and/or attend the public hearing scheduled on Wednesday, May 8, 2024.

Leaving the commission does not mean that you are unable to participate further. You can join any meeting as a member of the public and you can participate in the public hearings. We appreciate your past service. I look forward to your decision.

Respectfully,

Sarah Dvoracek
City Clerk/Assistant to the City Manager

April 18, 2024

Ms. Sarah Dvorak
City Clerk
City of Charlevoix
210 State Street
Charlevoix, MI 49720

To Whom it may concern:

I did miss three meetings; the first two were because I was on vacation in Florida and I made Jonathon aware of my vacation. While away, I did participate in two Zoom classes through the Michigan Planning Commission. Jonathon was aware and signed me up for these classes.

The third meeting was of a rather emergencyI emailed Jonathon again that I had to miss that meeting because I had a friend who lives alone in need of a person to accompany her to get a pacemaker put in her heart. I had to drive down to St. Clair Shores to accompany her to her appointment for the surgery. This was totally unexpected because her sister's flight was delayed and she asked me to help her out.

My travel plans are over and I don't anticipate missing any other meetings. I have been taking classes as advised and I participate in the meetings. My interest is to continue my membership on the Planning Commission. I hope this suffices as an explanation for my lack of attendance and I also hope that I can be excused for these missing meetings.

I will hope to hear from with an affirmative vote, so that I can attend the meeting on May 13, 2024.

Sincerely,

Janet Coltman

Charlevoix City Council

Public Hearings and Actions Requiring Public Hearings

Title: Set Public Hearing: Proposed Amendment Bridge Park Drive Signage

Date: May 8, 2024

Presented By: Mark Heydlauff, City Manager

Background:

One of the goals of the DDA and the City has been to expand downtown from just Bridge Street to the alleys, side streets and Bridge Park Drive. The tenants of the Downtown Development Authority owned building at 103 Bridge Park Drive have struggled with visibility to the visiting public since the change of use to retail. Because of Bridge Park being the roof of the building and the frontage of the businesses are a full story lower facing away from Bridge Street, there is currently no easy way of getting signage that is seen from Bridge Street. This recommended signage change is already allowed on any similar private multi-tenant parcel. Allowing a multi-tenant sign in the area suggested will not impact the view corridor, but is still highly visible from Bridge Street.

Recommendation:

Motion to set a public hearing for Monday, May 20, 2024, at 6pm in the Council Chamber of City Hall, 210 State Street, Charlevoix, MI for the proposed Bridge Park Drive sign zoning ordinance amendment.

Attachments:

1. Bridge Park Sign
2. 849 of 2024 Zoning Ordinance Amendment
3. BridgeParkBusinessSignageMockup4
4. BridgeParkBusinessSignageMockup5

§ 153.215 CBD ZONING DISTRICT.

(C) Commercial properties on Bridge Park Dr. ~~that are~~ located beneath Bridge Park.

- a) ~~Each business may are-allowed-to~~ attach a sign less than or equal to two square feet in sign face area on the Bridge Park railing above the location of their business. A sign permit must be obtained, which must also be approved by the City Manager. The method of sign attachment must be included in the sign permit application. A sign permit approved under this division is valid only for the permit applicant and cannot be transferred to another entity.
- b) ~~One Multi-tenant business center sign meeting Section 153.209 (3) (a) may be placed at the northwest corner of the parcel, directly in front of the mechanical units of the building. The sign will be a maximum height of 8 feet.~~

§ 153.209 SIGN STANDARDS FOR SPECIFIC LAND USE; SCHEDULE OF REGULATIONS.

(3) *Multi-tenant business center.*

(a) Notwithstanding the requirements of § [153.210](#) of this chapter, in the case of a shopping center or other integrated group of stores or commercial buildings, one ground sign may be erected per street frontage. The maximum area for such a sign face shall be equal to 20 square feet one of sign face area for each business, or 60 square feet, whichever is less.

**CITY OF CHARLEVOIX
ORDINANCE NO. 849**

AN ORDINANCE AMENDMENT TO AMEND TITLE XV LAND USAGE, CHAPTER 153: PLANNING AND ZONING: SECTIONS 153.215 CBD ZONING DISTRICT

THE CITY OF CHARLEVOIX ORDAINS:

Section 1: Title XV, Chapter 153, Section 153.215 CBD Zoning District item C. shall be repealed and replaced and shall read as follows:

(C) Commercial properties on Bridge Park Drive located beneath Bridge Park.

1. Each business may attach a sign less than or equal to two square feet in the sign face area on the Bridge Park railing above the location of their business. A sign permit must be obtained, which must also be approved by the City Manager. The method of sign attachment must be included in the sign permit application. A sign permit approved under this division is valid only for the permit applicant and cannot be transferred to another entity.

2. One multi-tenant business center sign meeting Section 153.209 (3) (a) may be placed at the northwest corner of the parcel, directly in front of the mechanical units of the building. The sign will be a maximum height of 8 feet.

SECTION 2. Severability

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

SECTION 3. Effective Date

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

Ordinance No. 849 was adopted on the 20th day of May 2024 A.D., by the Charlevoix City Council as follows:
Motion by XXX seconded by XXX to approve Ordinance Amendment 849 of 2024 as presented.

Yeas:

Nays:

Absent:

State of Michigan } §

City of Charlevoix

Sarah J. Dvoracek

Clerk

Lyle Gennett

Mayor



BRIDGE PARK DRIVE BUSINESSES

 J. Bird PROVISIONS 109 Bridge Park Dr GRAB & GO FOOD DRINKS GIFTS SNACKS & MORE  TASTING ROOM WINE & SPIRITS	 BEAVER ISLAND 103 Bridge Park Dr OFFICE DEPARTURES SHUTTLE	 COMPANY NAME 107 Bridge Park Dr Michigan Products & Apparel
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BRIDGE PARK DRIVE BUSINESSES



PROVISIONS

109 Bridge Park Dr

**GRAB & GO FOOD
DRINKS | GIFTS |
SNACKS & MORE**



TASTING ROOM
WINE & SPIRITS



103 Bridge Park Dr

OFFICE



DEPARTURES



SHUTTLE



107 Bridge Park Dr

**Michigan
Products &
Apparel**

BRIDGE PARK DRIVE BUSINESSES



J. Bird
PROVISIONS

109 Bridge Park Dr

GRAB & GO FOOD
DRINKS | GIFTS |
SNACKS & MORE



LOST CELLARS
TASTING ROOM
WINE & SPIRITS



BEAVER ISLAND
BOAT COMPANY

103 Bridge Park Dr

OFFICE
DEPARTURES
SHUTTLE



COMPANY NAME
TAGLINE IS HERE

107 Bridge Park Dr

Michigan
Products &
Apparel

BRIDGE PARK DRIVE BUSINESSES



109 Bridge Park Dr

**GRAB & GO FOOD
DRINKS | GIFTS |
SNACKS & MORE**



103 Bridge Park Dr

OFFICE

DEPARTURES

SHUTTLE



107 Bridge Park Dr

Michigan
Products &
Apparel

10ft

6ft

Charlevoix City Council

Public Hearings and Actions Requiring Public Hearings

Title: Set a Public Hearing: Proposed Amendments to Outdoor Storage

Date: May 8, 2024

Presented By: Mark Heydlauff, City Manager

Background:

With the rapid increase of recreational vehicles in front yards since an ordinance change in 2019, the Planning Commission revisited the ordinance and suggested changes that may be more appropriate for the neighborhoods within the city.

Recommendation:

Motion to set a public hearing for Monday, May 20, 2024, at 6pm in the Council Chamber of City Hall, 210 State Street, Charlevoix, MI for the proposed outdoor storage zoning ordinance amendments.

Attachments:

1. Memo re Outdoor Storage issues
2. rec vehicles
3. Pics 2
4. Outdoor storage 4
5. 850 of 2024 Zoning Ordinance Amendment (1)



MEMO

DATE: September 7, 2022

TO: Planning Commission Members
Janet Koch, Zoning Administrator

FROM: Faith Miller, Code Enforcement Officer

SUBJECT: Outdoor Storage

One area of concern that has come up this summer is the outdoor storage of vehicles, motorhomes, boats, jet skis, trailers, etc. throughout the City. Since June, I have had multiple complaints from one resident about eight (8) homes in the neighborhood with multiple vehicles stored on their properties; and 3-4 other individual complaints regarding similar issues in other neighborhoods (all on the south side of town). Below are the current Outdoor Storage regulations, please see notes as written in bold text:

§ 153.153 OUTDOOR STORAGE.

(A) Inoperable or unlicensed motor vehicles shall not be kept, parked or stored in any residential district, except within a completely enclosed building. The purpose of this provision is to prevent the accumulation of junk motor vehicles and, therefore, it shall not apply to any motor vehicle ordinarily used, but temporarily out of running condition. If the motor vehicle is being kept for actual use, but is temporarily unlicensed, the Zoning Administrator may grant the owner a reasonable time, not to exceed two months, to procure a license.

(B) Likewise, old, rusty and unsightly machinery, machines not suited for use upon the premises or quantities of used building materials not fit to be used to improve the premises shall not be kept or stored outside a building; provided, however, that, building materials fit to be used to improve the premises may be kept on-site for one year if they are piled off the ground so as not to become a harbor for vermin.

(C) *Recreational equipment and vehicle storage.* The standards of this section apply to all residential districts.

(1) All recreational equipment and vehicles that are stored outside of a structure shall be maintained in good condition, shall be operable and shall have a current license and/or registration. **Most rv's and vehicles are parked with the front facing the street making it difficult to determine if the vehicle(s) have a current license and/or registration without going on private property.**

(2) Recreational equipment and vehicles parked or stored outside shall not be connected to electricity, water, gas or sanitary facilities for living or lodging purposes other than allowed for in § [153.153\(C\)\(8\)](#). **This has come up as an issue when people say that they have the recreational vehicle connected to**

electricity only to use the rv only during the day for different activities basically as added home space or that the a/c is running in the summer to keep the rv climate-controlled to eliminate possibility of mold.

(3) The parking and/or storage of buses and converted buses in excess of 18 feet in length, and boats in excess of 30 feet in length, is prohibited.

(4) Outdoor storage of not more than two recreational equipment or vehicles shall be permitted on any parcel of property. **When questioned owners will advise that the third vehicle or boat is only there for a day or two and will be moved. Violation letters sent on these types of issues, most owners comply after the first or second notice letter, but often the equipment/vehicles re-appear on the property later in the summer.**

(5) Off-season storage of recreational equipment and vehicles shall be parked completely in an enclosed structure or within the side or rear yards, except that they may not be parked in required setbacks, and such recreational equipment and vehicles shall not be closer than five feet from any lot line, unless otherwise provided by this section. **What is considered "off-season" as there appears to be no definition provided in the Code? In some neighborhoods, parking such vehicles within side yards causes the vehicles to be very close or within setbacks or 5' from any lot line.**

(6) Such recreational equipment and vehicles shall be placed or parked on a lot with a principal building, structure or use unless it is a lot which is attached to an occupied lot under the same ownership. **This appears to allow such recreational equipment or vehicles to be placed or parked on a lot as long as it is the owners lot all year long. There has been one homeowner that parks a boat on a neighboring vacant lot that he does not own, when told it has to be moved it's moved back to his driveway but then it is moved back to the vacant lot later throughout the summer and additional contact is mad or violation notices are sent; this has happened at least three (3) times this summer.**

(7) Seasonal parking of recreational equipment and vehicles may be within any front yard, or front or side setback provided that public streets and sidewalks are not blocked to vehicular or pedestrian traffic. **Once again "seasonal" – what is seasonal, Memorial Day to Labor Day or what? Side note: City streets without public sidewalks allows these vehicles essentially to be parked very close to the street.**

(8) Recreational equipment and vehicles may be used for living or lodging purposes on a parcel with a principal building for no more than 14 days within any 60-day period. **This section would require staff to basically check every day to determine if the equipment or vehicle being used for living or lodging purposes is not used more than 14 days within any 60-day period. The City does not have the staffing level available to do this level of monitoring.**

In general, there are some in the City who would feel that storing such vehicles on driveways and side yards are an eyesore and they would rather see no outdoor storage and that homeowners who cannot store their recreational vehicles/boats in a fully enclosed structure on their property, store the vehicles/boats in an offsite storage facility rather than on their property.

Any questions or concerns, please advise. Thank you.



































315 Mason















510 W Lincoln



















DRAFT Ordinance changes for Outdoor Storage

§ 153.005 DEFINITIONS.

ACTIVE USE: A period of time where a recreational vehicle is uncovered and operational for intermittent use instead of covered or disabled, as in shrink-wrapped or fuel-stabilized.

RECREATIONAL VEHICLE OR EQUIPMENT: Vehicle or equipment used for travel and leisure activities including:

- a. Travel trailer: A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses; and which is permanently identified as a "travel trailer" by the manufacturer.
- b. Pickup camper: A structure designed primarily to be mounted on a pickup or truck chassis with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational, and vacation uses.
- c. Motorized home: A portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
- d. Folding tent trailer: A canvas or plastic folding structure, mounted on wheels, designed for travel and vacation use.
- e. Utility trailer: A vehicle designed for the purpose of hauling miscellaneous goods and materials.
- f. Boats and boat trailers: Includes boats, floats, rafts, canoes and kayaks; plus the normal equipment to transport them on the highway.
- g. Other recreational equipment: Includes snowmobiles, personal watercraft, all terrain or special terrain vehicles, motorcycles, utility trailers, plus the normal equipment used to transport them on the highway.
- h. Active Use: A period of time where a recreational vehicle is uncovered and operational for intermittent use instead of covered or disabled, as in shrink-wrapped or fuel-stabilized."

§ 153.153 OUTDOOR STORAGE.

(A) Inoperable or unlicensed motor vehicles shall not be kept, parked or stored in any residential district, except within a completely enclosed building. The purpose of this provision is to prevent the accumulation of junk motor vehicles and, therefore, it shall not apply to any motor vehicle ordinarily used, but temporarily out of running condition. If the motor vehicle is being kept for actual use, but is temporarily unlicensed, the Zoning Administrator may grant the owner a reasonable time, not to exceed two months, to procure a license.

(B) Likewise, old, rusty and unsightly machinery, machines not suited for use upon the premises or quantities of used building materials not fit to be used to improve the premises shall not be kept or stored outside a building; provided, however, that, building materials fit to be used to improve the premises may be kept on-site for one year if they are piled off the ground so as not to become a harbor for vermin.

(C) *Recreational equipment and vehicle storage.* The standards of this section apply to all residential districts.

(1) All recreational equipment and vehicles that are stored outside of a structure shall be maintained in good condition, shall be operable and shall have a current license and/or registration.

(2) Recreational equipment and vehicles parked or stored outside shall not be connected to electricity, water, gas or sanitary facilities for living or lodging purposes. ~~Electricity may be used to charge batteries for no more than a 24-hour time period. other than allowed for in § 153.153(C)(8)~~

(3) The parking and/or storage of ~~buses recreational equipment and vehicles and converted buses~~ in excess of ~~48~~ 20 feet in length, and boats in excess of ~~30~~ 20 feet in length, is prohibited.

(4) Outdoor storage of not more than two recreational equipment or vehicles shall be permitted on any parcel ~~of property. No more than four canoes or kayaks will be stored on any parcel.~~

(5) ~~Off-season~~ ~~S~~storage of recreational equipment and vehicles shall be parked completely in an enclosed structure or within the side or rear yards, except that they may not be parked ~~in required setbacks, and such recreational equipment and vehicles shall not be~~ closer than five feet from any lot line, unless otherwise provided by this section. ~~Property owners that can demonstrate that the site does not reasonably allow storage in the side or rear yards may store the recreational vehicle(s) in the front driveway with application to the Zoning Administrator. The Zoning Administrator will use criteria from Section 153.038 (F) (2) (a-e) for approval.~~

(6) Such recreational equipment and vehicles shall be placed or parked on a lot with a principal building, structure or use unless it is a lot which is attached to an occupied lot under the same ownership.

(7) ~~Active Use~~ parking of recreational equipment and vehicles may be ~~within any front yard, or front or side setback parked on one a front yard driveway~~ provided that public streets, ~~and~~ sidewalks and Right of Way are not blocked to vehicular or pedestrian traffic. ~~Driveway means vehicle access provided between a street or road and a parking area, but shall not include an additional parking aisle.~~

(8) ~~Recreational equipment and vehicles may be used for living or lodging purposes on a parcel with a principal building for no more than 14 days within any 60-day period.~~

(G) *Outdoor storage areas.* Where permitted, outdoor storage areas shall be completely screened by buildings, structures or a continuous buffer at least five feet wide. The buffer area shall include:

(1) A six-foot tall screen wall or fence along with any combination of the following to provide an effective screen, as approved by the Zoning Administrator:

- (a) Berms;
- (b) Canopy, evergreen and ornamental trees; and/or
- (c) Shrubs.

**CITY OF CHARLEVOIX
ORDINANCE NO. 850**

AN ORDINANCE AMENDMENT TO AMEND TITLE XV LAND USAGE, CHAPTER 153: PLANNING AND ZONING: SECTIONS 153.005
DEFINITIONS AND 153.153 OUTDOOR STORAGE

THE CITY OF CHARLEVOIX ORDAINS:

Section 1: Title XV, Chapter 153, Section 153.005 Definitions of the City of Charlevoix Code are hereby amended to add the following definitions and shall be placed under the list of definitions in alphabetical order.

ACTIVE USE: A period of time where a recreational vehicle is uncovered and operational for intermittent use instead of covered or disabled, as in shrink-wrapped or fuel stabilized.

RECREATIONAL EQUIPMENT OR VEHICLE: Equipment or vehicle used for travel and leisure activities including:

- a. Travel trailer: A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses; and which is permanently identified as a "travel trailer" by the manufacturer.
- b. Pickup camper: A structure designed primarily to be mounted on a pickup or truck chassis with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational, and vacation uses.
- c. Motorized home: A portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
- d. Folding tent trailer: A canvas or plastic folding structure, mounted on wheels, designed for travel and vacation use.
- e. Boats and boat trailers: Includes boats, floats, rafts, canoes and kayaks; plus the normal equipment to transport them on the highway
- f. Other recreational equipment: Includes snowmobiles, personal watercraft, all terrain or special terrain vehicles, motorcycles, utility trailers, plus the normal equipment used to transport them on the highway
- g. Utility trailer: A vehicle designed for the purpose of hauling miscellaneous goods and materials.

SECTION 2. Title XV, Chapter 153, Section 153.153 Outdoor Storage item C. Recreational equipment and vehicle storage shall be repealed and replaced with the following:

(C) Recreational equipment and vehicle storage. The standards of this section apply to all residential districts.

- (1) All recreational equipment and vehicles that are stored outside of a structure shall be maintained in good condition, shall be operable and shall have a current license and/or registration.
- (2) Recreational equipment and vehicles parked or stored outside shall not be connected to electricity, water, gas or sanitary facilities for living or lodging purposes. Electricity may be used to charge batteries for no more than a 24-hour time period.
- (3) The parking and/or storage of recreational equipment and vehicles in excess of 25 feet in length, and boats in excess of 25 feet in length, is prohibited.
- (4) Outdoor storage of not more than two recreational equipment or vehicles shall be permitted on any parcel. No more than four canoes or kayaks will be stored on any parcel.
- (5) Off-season storage of recreational equipment and vehicles shall be parked completely in an enclosed structure or within the side or rear yards, except that they may not be parked closer than five feet from any lot line, unless otherwise provided by this section. Property owners that can demonstrate that the site does not reasonably allow storage in the side or rear yards may store the recreational vehicle(s) in the front driveway with application to the Zoning Administrator. The Zoning Administrator will use criteria from Section 153.038 (F) (2) (a-e) for approval.
- (6) Such recreational equipment and vehicles shall be placed or parked on a lot with a principal building, structure or use unless it is a lot which is attached to an occupied lot under the same ownership.
- (7) Active Use parking of recreational equipment and vehicles may be parked on one front yard driveway provided that public streets, sidewalks and Right of Way are not blocked to vehicular or pedestrian traffic. Driveway means vehicle access provided between a street or road and a parking area, but shall not include an additional parking aisle.
- (8) Outdoor storage areas. Where permitted, outdoor storage areas shall be completely screened by buildings, structures or a continuous buffer at least three feet wide. The buffer area shall include:
 - (i) A six-foot tall screen wall or fence along with any combination of the following to provide an effective screen, as approved by the Zoning Administrator:

- (a) Berms;
- (b) Canopy, evergreen and ornamental trees; and/or
- (c) Shrubs.

SECTION 3. 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 4. Effective Date

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

Ordinance No. 850 was adopted on the 20th day of May 2024 A.D., by the Charlevoix City Council as follows:

Motion by XXX seconded by XXX to approve Ordinance Amendment 850 of 2024 as presented.

Yeas:

Nays:

Absent:

State of Michigan } §

City of Charlevoix

Sarah J. Dvoracek

Clerk

Lyle Gennett

Mayor

Charlevoix City Council

All Other Actions and Requests

Title: Request for use of Bridge Park: Boyne Thunder

Date: May 8, 2024

Presented By:

Background:

The 2024 Boyne Thunder Poker Run will be taking place on July 13 this summer. Camp Quality is requesting the use of Bridge Park to serve lunch to boaters passing through. Attached is the request from Camp Quality.

Recommendation:

Motion to approve the use of Bridge Park on July 13, 2024 for the 20th Annual Boyne Thunder Poker Run.

Attachments:

1. Council Presentation 2024



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



USA CAMPS

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

2024 Boyne Thunder Poker Run: Saturday July 13th

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

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

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

Charlevoix City Council

All Other Actions and Requests

Title: Request for use of Bridge Park: Bridge Street Tap Room Anniversary Event

Date: May 8, 2024

Presented By: Mark Heydlauff, City Manager

Background:

The Bridge Street Tap Room is celebrating their 10th anniversary this year and has requested the use of Bridge Park for a one-day event on June 22 to serve a variety of beers from across Michigan and to serve food. They will also have live music and other activities for folks to enjoy in the park throughout the day. They will be responsible for all licensing and to ensure the area is controlled per MLCC regulations for the time they use the space. This is in keeping with events in the past like the beer festival which was held for a few years.

Under our Special Event Policy, this event qualifies as a major event in Bridge Park since it involves the sale of alcohol. The number of major events is limited but must be approved by Council. This date does not conflict with either the Charlevoix Marathon (June 15) or the Charlevoix Summer Art Show (June 29).

Recommendation:

Motion to approve the use of Bridge Park by the Bridge Street Tap Room for an event on June 22, 2024 and authorize City staff to make all other necessary arrangements including the charging for requested parking spaces and any other licensing requirements from MLCC.

Attachments:

None

Charlevoix City Council

All Other Actions and Requests

Title: Request for Paid Parking Space: Acacia Lot

Date: May 8, 2024

Presented By: Mark Heydlauff, City Manager

Background:

Charlevoix Auto made the following request:

"Thank you for your time and consideration. As some of you may know, we sell MOKE electric vehicles here at Charlevoix Auto. We are looking for a vehicle space downtown as close to the Beaver Island Ferry as possible. It sounds like you have approved leasing out a space for the summer season in the past. What we want to bring to our community is a rental program for our transient population. The MOKE vehicle is perfect for getting around within the city limits (maximum speed of 25mph). Often times, the car is loaded with all their stuff for vacation, so we think it would be fun to have an option to get around town in. The city would only be providing the space, Charlevoix Auto would handle everything else. We would be willing to pay fair market value for leasing the space from 6/1-9/1. No additional signage needed at this time, we will have a decal or something printed on the vehicle indicating that is available to rent out. Please reach out with any further questions, thanks again!"

I asked that they provide a proposed rental rate:

"The payment would reflect on the visibility of the space. We are hoping the city has a couple of options in that regard. Ballpark \$2-3k for the season?"

Ultimately, this is up to Council's prerogative. The one paid space still in use here is tied to a commercial operation in the marina; this space is charged \$2,000 per year. There is a balance in charging for spaces like this. On one hand, the revenue derived from a space is used for maintenance of downtown parking facilities and to support the businesses used by them. On the other hand, open parking is necessary for the businesses whose customers use the space to patronize many businesses downtown.

If you wish to reject the request, you can do so affirmatively or take no action. If you wish to accept the request, a motion directing staff to execute an agreement for a certain price is sufficient.

Recommendation:

Council discussion and direction.

Attachments:

None

Charlevoix City Council

All Other Actions and Requests

Title: Request for Parking Spaces: Antique Car Cruise

Date: May 8, 2024

Presented By: Mark Heydlauff, City Manager

Background:

Pat Ainslie from Boyne City has requested parking spaces be reserved for the Snapper's Antique Car Club to visit Charlevoix for lunch on June 24 from noon to 2pm. In reality, to reserve spaces during a high-volume time like that, we will need to reserve them the night before for the next morning. They will have 20-25 early vehicles (as depicted in the attached picture). I understand they plan to drive down from Petoskey that morning.

The question for Council is whether or not to reserve these spaces on this day. It is not really a special event in the ordinary consideration of it. I see three options:

- Decline the request and leave them to find their own spaces when they get to town.
- Approve the request and have staff coordinate blocking spaces for the morning and early afternoon.
- Approve the request, have staff coordinate the blocking of spaces, and charge the group in advance for a day of parking space use (per our fee schedule of \$25 per day)

Recommendation:

Council discussion and direction.

Attachments:

1. thumbnail_IMG_3430



Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: May 8, 2024

Presented By:

Background:

A. Mass Shooter Event Response Training

Last month, I attended a training hosted by the City of Lansing focused on responding to a mass casualty event based on the experiences of situations like the MSU shooting last year, the Pulse Nightclub in Orlando, and the Dayton shooting back in 2019. This was less on how to handle the policing of it and more the community-wide response to such events with things like handling media, setting up crisis counseling centers, and how to maintain "normal" operations in the midst of tragedy. This will be an ongoing project for planning and preparation across our departments and organizations in the community.

B. MMEA/MPPA Spring Meetings

I'm currently attending the springs meetings of the Michigan Municipal Electric Association and the Michigan Public Power Agency. The organizations continue to assist us and our fellow public power companies with safety programming and the intense efforts to monitor and respond to the changing energy regulatory landscape both at the state and federal level. I will keep you posted as things develop further.

C. Goats

As we continue to maintain Michigan Beach Park, we have confirmed the goats will again be returning per usual late July and early August. This continues to be a good program for maintenance of these environmentally sensitive areas and also a fun way to maintain the habitat.

D. Antrim St. Bed and Breakfast

At your last meeting, a resident raised concerns about the bed and breakfast constructed on Antrim Street at the former Staley property. I reviewed the concerns with the Zoning Administrator; he advised the owners will be required to restore some of the sidewalk. The parking issue will remain ongoing due to the approval granted by the Planning Commission when the project was originally approved. I'm happy to get additional information if you need more details.

Recommendation:

Attachments:

1. Zoning Board of Appeals Minutes 08/16/2023
2. Planning Commission Special Meeting Minutes 02/22/2024
3. DDA Minutes 02/29/2024
4. Planning Commission Minutes 03/11/2024

City of Charlevoix
Zoning Board of Appeals Regular Meeting Minutes
Wednesday, August 16, 2023 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Call to Order

The meeting was called to order at 6:00 p.m. by Chair Hodgson.

2. Roll Call/Pledge of Allegiance

Chair: Richard Hodgson

Members Present: Shirley Gibson, Ann Gorney, Tim Kish, Patricia Miller, Dan Reed,
Alternate Member

Members Absent: None

Staff Present: Jonathan Scheel, Zoning Administrator

3. Inquiry Regarding Conflicts of Interest

None.

4. Approval of Agenda

Chair Hodgson stated that he would like to add an item to elect officers since this was their first meeting of 2023 and Members concurred to add the item right after approval of the agenda.

Motion by Member Gorney, seconded by Member Miller to approve the agenda as presented.

Motion passed by unanimous voice vote.

A. Election of Officers for 2023

Chair Hodgson stated he would volunteer again to be Chair and Tim Kish stated that he was fine with serving as Vice Chair.

Motion by Member Gorney, seconded by Member Gibson to nominate Richard Hodgson as Chair and Tim Kish as Vice Chair.

Yeas: Gibson, Gorney, Miller, Reed

Nays: None

Absent: None

Abstain: Hodgson, Kish

Motion carried.

5. Approval of Minutes

A. Minutes from June 15, 2022 and August 17, 2022

Motion by Member Miller, seconded by Member Kish to approve the minutes of June 15, 2022 and August 17, 2022 as presented.

Motion passed by unanimous voice vote.

6. New Business

A. Public Hearing for Applicant Jim and Mary Lou Hodge

- i. Staff Presentation
 - Exhibit 1. Variance Application
 - Exhibit 2. Site pictures and map
 - Exhibit 3. Site Plan (proposed)
 - Exhibit 4. Misc documents
- ii. Applicant presentation (if requested)
- iii. Call for public comment
- iv. ZBA determination of findings of fact
- v. Motion

Staff Presentation:

Zoning Administrator Scheel presented the staff report for Applicant ZBA 23-01 for a variance application to construct an attached garage at 110 W. Upright Avenue. The applicant is requesting two setback variances from the requirements defined in 153.072(b) of the City of Charlevoix Zoning Ordinance; a rear setback variance of 18 feet and an interior side setback variance of 5 feet. Mr. Scheel proceeded to review the specifics of the staff report and findings of fact.

Applicant presentation:

Mr. Hodge stated there is a parking issue there now because there are cars parked in front of the house everyday and he and his wife will have two cars and one could be parked in the garage during the winter. Mr. Hodge stated there was no place to put any of their summer and winter recreational items on the property without a garage. Mr. Hodge stated the garage would improve the property and make it more presentable and attaching it to the house would allow them to access it in the winter.

Member Miller questioned why the garage could not be built on the east side of the home instead of the back of the lot and Mr. Hodge stated that would block access to the back yard.

Member Gibson stated that if the garage was built in the backyard they would not have a backyard, and she questioned what the hardship was of such a huge structure. Mr. Hodge stated that the garage was 600 sq. ft., which is not that large and it gives them a place to park the car in the winter time and a place to put their motorcycles and make them their home.

Member Gorney questioned where he kept the equipment now and Mr. Hodge stated he lives in Florida and he has a 3-year plan to move back to Michigan and the equipment is now stored in Florida.

Member Kish questioned if staff knew the reason for the dramatic difference between a setback for a detached vs. attached structure and Zoning Administrator Scheel stated that provision has been in the Zoning Ordinance for many years and to his knowledge, because of the overall structure it becomes much larger as one unit and the ordinance would permit the structure to be further away from a property line than a smaller accessory structure. Discussion followed regarding placing the garage on the east-west side of the house vs. the rear of the home. Mr. Hodge stated that there are several homes and accessory structures near his home that are close to or on the property line.

Zoning Administrator Scheel stated there was a memo he provided that talks about the

variances requested between 2013 and 2023 showing approvals and denials and reasons for the same. Discussion followed regarding a variance request on a non-conforming lot vs. one for a conforming lot.

Call for public comment:

Zoning Administrator Scheel stated that they did have four (4) letters from residents regarding the request which were included in the agenda packet.

ZBA determination of findings of fact:

Member Kish stated they have in the past allowed variances for setbacks for garages to be added to properties. Member Gibson stated the property in question was 10' wider than a normal R-2 piece of property, it's 60' wide. Chair Hodgson stated the parcel is 10' more than the minimum width. Member Gibson questioned if Mr. Hodge could build a garage on this property without a variance. Chair Hodgson stated he could build a smaller detached garage. Member Gorney questioned if there was a technical difference between a garage and a storage unit and Zoning Administrator Scheel responded that they are called accessory structures (anything that is not a livable space).

Chair Hodgson proceeded to review the Findings of Fact regarding the request for an 18' rear yard variance:

- Extraordinary circumstances - Finding of Denial - The ZBA finds that the extraordinary circumstances standard has not been met as the property is not exceptionally narrow or shallow and that it is similar to most other lots in the neighborhood.

Motion:

Motion by Member Gibson, seconded by Member Kish to deny Applicant ZBA 23-01 requesting an 18' rear yard set back variance based on specific findings of fact that prove the project does not meet the review standards in 153.058 (F)(1) of the Zoning Ordinance.

Motion passed by roll call vote:

- **Member Kish - Aye**
- **Member Gibson - Aye**
- **Member Gorney - Aye**
- **Member Miller - Aye**
- **Chair Hodgson - Aye**

Chair Hodgson proceeded to review the Findings of Fact regarding the request for a 5' interior side setback variance:

- Extraordinary circumstances - Findings of Denial - The ZBA finds that the extraordinary circumstances standard has not been met as the property is not exceptionally narrow or shallow and that it is similar to most other lots in the neighborhood.

Motion:

Motion by Member Gibson, seconded by Member Kish to deny Applicant ZBA 23-01 requesting a 5' interior side setback variance based on specific findings of fact that prove the project does not meet the review standards in 153.058 (F)(2A) of the Zoning Ordinance.

Motion passed by roll call vote:

- **Member Kish - Aye**
- **Member Gibson - Aye**
- **Member Gorney - Aye**
- **Member Miller - Aye**
- **Chair Hodgson - Aye**

7. Public Comment

None.

8. Adjourn

Motion by Member Gibson, seconded by Member Gorney to adjourn the meeting at 7:08 p.m.

Motion passed by unanimous voice vote.

Sarah J. Dvoracek/fgm Clerk

Richard Hodgson Chair

City of Charlevoix
Planning Commission Special Meeting Minutes
Thursday, February 22, 2024 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

A. Call to Order/Pledge of Allegiance

The meeting was called to order by Chair Muladore at 6:00 p.m.

B. Roll Call

Chair: Jennifer Muladore

Members Present: Scott Beatty, Shelley Boehmer, Sherm Chamberlain, Janet Coltman, Toni Felter, John Kurtz, Mary Millington, Maureen Radke

Members Absent: None

Staff Present: Jonathan Scheel, Director of Planning and Zoning

C. Inquiry into Potential Conflicts of Interest

D. Approval of Agenda

Motion by Member Felter, seconded by Member Boehmer to approve the agenda as presented.

Motion carried by unanimous voice vote.

E. Approval of the Minutes

F. Call for Public Comment Not Related to Agenda Items

G. New Business

1. Commercial Mixed-Use Standards

Director Scheel stated to his knowledge this is the only time that the Commission was considering ordinance changes where the Commission would be starting from scratch. Mr. Scheel stated the Commission is trying to implement the Master Plan through the ordinance, and he read sections from pages 93, 95 and 97 of the Master Plan. Mr. Scheel referenced a document entitled Architectural Design Standards Commercial Mixed Use which is meant to be a step between the Master Plan and the actual ordinance regulations. Once the standards are agreed upon, then the actual regulations will be written in ordinance form with the standards as a part of the ordinance. Mr. Scheel referenced the Future Land Use Map of the Master Plan which showed in yellow the Commercial Mixed Use areas. Mr. Scheel proceeded to review the proposed district overlays as displayed on the maps provided at the meeting.

Member Chamberlain referenced the aesthetics and what blends in with the existing neighborhoods and discussion followed. Member Boehmer referenced language in the bullet items that used the term "should be" and questioned if that was appropriate language. Director Scheel stated the Architectural Design Standards would lead into the ordinance with all the specific regulations, and he explained the reasoning for the "should" language vs. "shall" language. Standards are the goals which are "should" and the ordinance are the rules which are

"shall" in order to achieve the Commission's goals.

Member Beatty stated that his overall concerns were building height and lighting and referenced the look of Traverse City with taller structures.

Chair Muladore began a review of each section of the proposed Architectural Design Standards:

1. Site Planning - no changes

Vertical Mixed Use:

1st bullet - discussion followed regarding view corridors; language to be clarified.

2nd bullet - needs to be changed to allow multi-modal transit oriented life styles.

5th bullet - measurements will be removed and more generalized language included.

Member Beatty referenced the photographs included with Section 2. Ground Floor Activities specifically the one photograph with a 3-story building. Discussion followed regarding building height and the preference appeared to be two-stories with a rooftop or two-stories with a third story set back at least 10' from the front of the building.

Horizontal Mixed Use: No changes.

2. Ground Floor Activities: After general discussion, no changes were made.

3. Architectural Design: Discussion occurred regarding 3-story buildings with the third story being 10' back. Chair Muladore stated adding language about underground parking could go in this section.

4. Lighting: Member Beatty stated the Commission might want to include more guiding principles about dark sky lighting and Director Scheel stated that he was going to tweak the language further in this section including language related to lighting in residential areas. Director Scheel stated in the second bullet he would remove the language referencing "elevations with residential front porches".

5. Materials and Color: Chair Muladore referenced the City of Gaylord's regulations. After general discussion, no changes were made.

6. Streetscape: Member Boehmer indicated that the measurements included in this section should be in the actual regulations. Chair Muladore stated that developers should coordinate with the Shade Tree Commission when selecting trees for their projects.

Director Scheel will make the minor changes as discussed and bring the Standards back to the next Planning Commission meeting.

Motion by Member Felter, seconded by Member Radke to take the Commercial Mixed Use Standards to public hearing at the April Planning Commission meeting.

Motion carried by unanimous voice vote.

Member Beatty questioned if it would be appropriate to ask the City Council to suspend any development for 90 days since this is a massive project and once they get to the regulations it's

going to be even more difficult. Director Scheel stated as an example when short-term rental regulations were being discussed in 2017, the City Council put a moratorium on short term rentals for 6-9 months and once they approved the Short-Term Rental Ordinance the Council released the moratorium. Mr. Scheel stated he could share the Commission's concerns with the City Manager and let the City Manager make the decision as to whether or not to request that the City Council set a moratorium on development projects.

Motion by Member Kurtz, seconded by Member Beatty to direct the Director of Planning to approach the City Manager to plead the case for a moratorium on development projects while the Commission works on the new standards and regulations for commercial mixed use.

Motion carried by unanimous voice vote.

2. Site Plan Review exercise

Director Scheel explained the agenda materials provided by the City of Petoskey for their Planning Commission to review a proposed 40-unit multifamily project in their City using the current Zoning Ordinance standards and then using the new proposed standards. Mr. Scheel encouraged the Commission Members to review the site plan for the Petoskey project and the proposed Commercial Mixed Use Standards that were approved earlier in the meeting.

H. Old Business

I. Staff Updates

J. Requests For Next Months Agenda or Research Items

K. Adjournment by 8:00 p.m. unless extended by a motion

Chair Muladore adjourned the meeting at 8:03 p.m.

Sarah J. Dvoracek/fgm City Clerk

Jennifer Muladore Chair

City of Charlevoix
Downtown Development Authority Meeting Minutes
Thursday, February 29, 2024 - 5:30 PM
Council Chambers, City Hall

1. Call to Order

The meeting was called to order by Chair Owens at 5:30 p.m.

2. Pledge of Allegiance

3. Roll Call

Chair:	Maureen Owens
Members Present:	Sam Bingham, Liam Dreyer, Mayor Lyle Gennett, Anne Oosthuizen
Members Absent:	Kirby Dipert, Danielle Scheller, Paul Silva, Ron Way
Staff Present:	Mark Heydlauff, City Manager

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

A. Minutes from January 22, 2024

Motion by Mayor Gennett, seconded by Member Dreyer to approve the Consent Agenda consisting of the minutes of the January 22, 2024 DDA meeting.

Motion carried by unanimous voice vote.

6. Reports

A. Director's Report

Mark Heydlauff, City Manager

Manager Heydlauff reviewed the written Director's Report, and he recognized the Chamber President Sarah VanHorn and her staff for managing the First Friday events for February and March.

7. Old Business

A. Bridge Park Building Maintenance

Mark Heydlauff, City Manager

City Manager Heydlauff explained the proposal from Joe Schwartzfisher for a deep clean of the interior of the building and some minor interior renovations of the Bridge Park building. Mr. Heydlauff suggested the Board look at these repairs and improvements now and look at exterior improvements later in the spring. Mr. Heydlauff stated Member Way had asked to see the insurance information from the contractors prior to executing any contacts.

Motion by Member Dreyer, seconded by Mayor Gennett to authorize the City Manager to approve the work as described and provide further details in the future for exterior maintenance, and to obtain adequate insurance information from any contractors doing the work prior to authorizing the interior work to move forward.

Motion carried by unanimous voice vote.

B. Jr. DDA Project- Van Pelt Alley Beautification

Liam Dreyer

Member Dreyer reviewed the interactive mural project proposed in the Van Pelt Alley. Mr. Dreyer stated the Junior DDA had obtained approvals from three business owners - Berkshire Hathaway, Pepper's Boutique, and Grey Boutique/Salad Fork, which have agreed to the installation of interactive murals on the rear side of their buildings, contingent on final approval of the concept art. Mr. Dreyer stated that no costs were expected to be contributed by the DDA.

Manager Heydlauff stated they would be drafting a hold harmless agreement for the business owners to sign absolving the DDA and the artists from any concerns they may have with the building once the murals are applied.

Motion by Member Bingham, seconded by Member Oosthuizen to authorize the Junior DDA to launch the art installation program contingent on fundraising as described and the use of a hold harmless agreement with the building owners.

Motion carried by unanimous voice vote.

8. New Business

A. Steam-lining Committees and Roles

Maureen Owens- Chair

Chair Owens stated there had been some discussions about some inconsistencies in the job duties of the Director and she wanted to spend some time discussing what might need to be cleaned up. Ms. Owens stated there were some things that were lingering from their involvement with the Main Street Program. The three committees in question were the Promotion, Economic Vitality and Placemaking.

Discussion followed regarding the possibility of disbanding or deactivating the Committees, using citizen volunteers for different projects as more of a task force short-term type group, and requirements for Committees as part of the Main Street Program.

Motion by Member Dreyer, seconded by Member Bingham to streamline the Promotion, Economic Vitality and Placemaking Committees into Ad Hoc Committees that will be contacted for their involvement on an as needed basis going forward.

Motion carried by unanimous voice vote.

B. Downtown Events and Activities

Maureen Owens- Chair

Chair Owens stated she wanted to review the role that the DDA plays in promoting and executing events and activities, like the newly created First Fridays in the winter and the Live on the Lake Summer Concert Series in the summer. Ms. Owens stated that an event such as First

Fridays should go back to a merchant-driven event and the Chamber and the DDA will be the support arm as opposed to the other way around. Ms. Owens stated the concert series is a completely different event, and it is really important that the DDA continue to promote and provide services as long as they can for that event.

Sarah Van Horn stated that similar to how it went with Ladies Night, the First Fridays events, is merchant driven, but it does warrant someone to organize and help push it forward. Ms. VanHorn stated the First Fridays was not labor-intensive and there was a good volunteer base that was willing to step forward and actually do the work hours for that event. Ms. VanHorn stated First Fridays does warrant DDA support and marketing.

Discussion was held. The Board concurred that the downtown events and activities would be something they would discuss further after a list was provided to help direct the conversation.

9. Public Comment

10. Request for Future Agenda Items

11. Board Comments

Manager Heydlauff confirmed the next quarterly DDA meeting will be April 22, 2024.

12. Adjourn

Chair Owens adjourned the meeting at 6:17 p.m.

Sarah J. Dvoracek/fgm, City Clerk

Maureen Owens, Chair

City of Charlevoix
Planning Commission Regular Meeting Minutes
Monday, March 11, 2024 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

A. Call to Order/Pledge of Allegiance

The meeting was called to order at 6:00 p.m. by Chair Muladore followed by the Pledge of Allegiance.

B. Roll Call

Chair: Jennifer Muladore

Members Present: Scott Beatty, Shelley Boehmer, Sherm Chamberlain, Toni Felter, John Kurtz, Mary Millington

Members Absent: Janet Coltman, Maureen Radke

Staff Present: Jonathan Scheel, Director of Planning and Zoning

C. Inquiry into Potential Conflicts of Interest

D. Approval of Agenda

Director Scheel recommended they move Item I-1 under Old Business in front of Item H-1 New Business.

Motion by Member Boehmer, seconded by Member Chamberlain to amend the agenda to move Item I-1 in front of Item H-1.

Motion carried by unanimous voice vote.

E. Approval of the Minutes

1. Approval of February 12, 2024 minutes

Motion by Member Chamberlain, seconded by Member Felter to approve the minutes of February 12, 2024 as presented.

Motion carried by unanimous voice vote.

F. Public Hearing

1. Section 153.005 Definitions and 153.153 Outdoor Storage

Chair Muladore opened the public hearing at 6:06 p.m.; there was no public comment.

Member Boehmer questioned the Active Use definition and whether they should define seasons, but the Commission decided at the previous meeting not to define seasons that would allow active use.

Member Boehmer questioned if item C (6) allowed someone to place a vehicle on their neighbor's lot and Director Scheel further explained the reasoning for the requirement.

Motion by Member Kurtz-Beatty, seconded by Member Chamberlain to send the proposed

outdoor storage Ordinance changes to the City Council with a recommendation to approve.
Motion carried by unanimous voice vote.

2. Section 153.209 (A) (3) Sign Ordinance Bridge Park Drive

Chair Muladore opened the public hearing at 6:14 p.m.

Tim McCrew, President of the Beaver Island Boat Company, located at 103 Bridge Park Drive, stated they were in favor of and would like to see some signage added at Bridge Street Park, especially if it meets the conditions of not blocking the view. Mr. McCrew stated they get a lot of third party shippers now and the signage will assist those drivers in locating the correct address when the boat is not docked.

Chair Muladore closed the public hearing at 6:18 p.m.

Motion by Member Boehmer, seconded by Member Millington to send the proposed changes to Section 153.209(A)(3) of the Sign Ordinance to the City Council with a recommendation for approval.

Motion carried by a 6 to 1 vote with Member Kurtz abstaining from the vote.

G. Call for Public Comment Not Related to Agenda Items

H. New Business

1. Lighting Ordinance

Director Scheel stated the backup material in the agenda packet was informational only and was to show the Commission the complexity of the lighting issue. Mr. Scheel the Commission needed to start with goals of what they really wanted to see as far as lighting standards. General discussion followed regarding lighting and dark sky issues.

Member Kurtz suggested that since this issue was so complex, there should be a Sub-Committee on Lighting. Member Beatty stated the lighting issue was a high priority for him. Director Scheel stated he could keep moving on this issue, but again he needed everyone's input, including a consensus that the lighting issue is important and should be on each meeting's agenda.

I. Old Business

1. Commercial Mixed-Use Standards, Regulations and Overlay Map

Director Scheel stated before the Commission were the first proposed drafts of regulations that tied the regulations to the commercial design standards that the Commission approved in concept last month. Mr. Scheel proceeded to review the proposed Commercial Mixed-Use Regulations in detail and responded to questions from Members. Mr. Scheel asked the Members to review the document in further detail and come back to the next meeting with any questions, additions, or deletions to the regulations.

The following items were discussed and or changed:

- Discussion regarding "bay windows" and the projection of the windows and the Commission concurred to change the maximum feet from the primary facade from 3 feet to 2 feet.

Director Scheel stated it was important to keep in mind the goals of the Master Plan since the Plan recognizes what the economy is, Charlevoix's history, and what the City wants to be in 20 years. Mr. Scheel stated the standards were very important for the future of the City. Mr. Scheel stated that the City had 50 years of not having many standards, and the City may see a lot of new things happening in the next 20 years.

Chair Muladore asked what the next steps were, and Director Scheel stated at a minimum he wanted to make sure the Commission was comfortable in the general direction with the proposed regulations with some minor tweaks and then for him to ensure that there were no contradictions with an existing ordinance. Mr. Scheel stated he would bring the Regulations back next month and he asked that the Members also review the Regulations thoroughly and provide any feedback to him. Mr. Scheel also wanted to ensure that they were not creating a hardship for developers.

Chair Muladore questioned the status of discussing a pause on development and Director Scheel stated that he had spoken to the City Manager and he was not ready to bring that to the City Council at this time and basically asked that the Commission continue to work on the Regulations and if needed in the future a moratorium discussion would be brought before Council.

Director Scheel began a review of the potential overlay map in detail. Mr. Scheel stated the residential mixed use areas would be small businesses such as hair stylists or tax accountants with very low intensity without a lot of daily traffic. The higher intensity and taller buildings will go down Bridge Street right to downtown (Central Business District) but most are one lot wide and follow the current Commercial Mixed Use regulations and the commercial properties which start at about Carpenter going out of town. Director Scheel stated the north side which includes almost all residential homes north of the bridge and he believed that 3-story buildings will be too high and that the area should be treated as residential mixed use. Mr. Scheel will bring the map back to the Commission with more detail at the next meeting.

J. Staff Updates

1. Zoning Report

Director Scheel stated he visited a project in Alanson where the County took a failed 12-lot subdivision, and they rezoned it to have one duplex with an ADU on each lot, and it was very well done. The project was in the middle of the red pine forest and the developer designed it so that it was not clearly visible from the road and each unit had privacy from their neighbors.

Director Scheel and Member Kurtz went to a School Board meeting last month and gave them an invitation to keep thinking about housing and what they as a School Board could do to help with housing and how housing helps them.

2. CMU Pictures

No discussion.

K. Requests For Next Months Agenda or Research Items

Member Kurtz stated he would prefer that the meetings start at 5:30 p.m. and still end before 8:00 p.m. Chair Muladore stated that such a change would not be best for her and Member Millington stated that it might compromise public hearings with individuals not getting off work until 5:00 p.m.

Chair Muladore thanked Member Millington for her service as this was her last Commission meeting.

L. Adjournment by 8:00 p.m. unless extended by a motion

Chair Muladore adjourned the meeting at 8:03 p.m.

Sarah J. Dvoracek/fgm City Clerk

Jennifer Muladore Chair

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: May 8, 2024

Presented By:

Background:

Recommendation:

Attachments:

None