



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

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - July 1, 2024
 - B. Accounts Payable and Payroll Check Registers
 - C. MML Worker's Compensation Fund Board of Trustees Election
 - D. Extension of the cross connection contract with Hydrocorp
 - E. Dump body and slide in sander purchase for new cab and chassis for \$139,471.00
- 6. Public Hearings and Actions Requiring Public Hearings**
 - A. Public Hearing: Pinebridge Place PILOT & Development Agreement
Mark Heydlauff, City Manager
Jane MacKenzie
- 7. All Other Actions and Requests**
 - A. Fire Protection Renewal Agreement
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

Consent Agenda

Title: City Council Meeting Minutes - July 1, 2024

Date: July 15, 2024

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. City Council Draft Minutes 07/01/2024

City of Charlevoix
City Council Regular Meeting Minutes
Monday, July 1, 2024 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

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

2. Roll Call

Mayor: Lyle Gennett

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

Members Absent: None

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

City Manager Heydlauff answered questions from Council.

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

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

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

Nays: None

Absent: None

Motion carried.

A. City Council Meeting Minutes - June 17, 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
06/21/2024	Special Accounts Payable Run	\$93,837.42
06/21/2024	Payroll (net pay)	\$138,499.55
06/21/2024	Payroll Transmittal Checks	\$5,548.86
07/02/2024	Regular Accounts Payable	\$365,232.06
06/17/2024-06/25/2024	ACH/WIRE Payments	\$481,228.93
Grand Total		\$1,084,346.82

The entire accounts payable and payroll check registers [can be viewed on the City's website.](#)

C. Airport Work Orders from RS&H

Motion to approve the work orders and authorize the City Manager to sign any necessary documents.

D. Charlevoix Yacht Club Request for Free Parking

Motion by Parr, seconded by Kalbfell to approve Resolution 2024-07-01 to waive the parking fees at the Ferry Launch Ramp for the Nucore Triangle Race and the Red Fox Regatta Race on August 30-31 and September 1, 2024.

CITY OF CHARLEVOIX

RESOLUTION NO. 2024-07-01

WAIVE PARKING FEES FOR CHARLEVOIX YACHT CLUB

WHEREAS, the Charlevoix Yacht Club is hosting the Nucore Triangle Race and Red Fox Regatta on August 30-31 and September 1, 2024; and

WHEREAS, the Charlevoix Yacht Club is requesting that parking fees be waived for the races; and

WHEREAS, the City Code permits the City Council to waive parking fees for special or public events.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Charlevoix, hereby waive parking fees for the Nucore Triangle Race and Red Fox Regatta on August 30-31 and September 1, 2024.

RESOLVED this 1st day of July, 2024 A.D.

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

Nays: None

Absent: None

Motion carried.

E. 2024 Venetian Festival Approvals

Motion to authorize the Mayor to sign the contract between the City of Charlevoix and the Charlevoix Venetian Festival including the payment of \$15,000 to the Venetian Festival.

Motion to close US 31 from Hurlbut Street to Park Avenue from 9am on Wednesday, July 24 through Saturday, July 27 and from State Street to Hurlbut Street on Saturday, July 27 during the parade and Ryan Shay Memorial Mile.

Motion to authorize the City Clerk to issue the fireworks permit for the 2024 Venetian Festival fireworks displays and authorize the City Manager to sign the Hold Harmless Agreement with Colonial Fireworks Special Effects, LLC pending approval by required parties.

Motion to approve the Mass Gathering Permit as presented.

F. Check Request for Charlevoix Historical Society

Motion to approve a \$20,000 payment to the Charlevoix Historical Society for the Depot roof grant.

G. Planning Commission Annual Report

Motion to accept the 2024 Planning Commission Annual Report as presented.

6. Public Hearings and Actions Requiring Public Hearings

A. Ordinance 850 of 2024: Outdoor Storage Zoning Ordinance Amendment

Jonathan Scheel, Zoning Administrator

Mark Heydlauff, City Manager

City Manager Heydlauff and Director of Zoning and Planning Scheel presented information on the proposed Ordinance of 850 of 2024 Outdoor Storage Zoning Ordinance Amendment.

City Manager Heydlauff and Mr. Scheel answered questions from Council.

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

Motion by Spring, seconded by Cole to approve Ordinance 850 of 2024.

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 definition of Active Use 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.

SECTION 2: Title XV, Chapter 153, Section 153.005 The definition of Recreational Vehicle of the City of Charlevoix Code is hereby repealed, replaced and shall be placed under the list of definitions in alphabetical order and shall read:

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, mopeds, motorcycles, utility trailers, motorized and non-motorized, plus the normal equipment used to transport them on the highway.

SECTION 3. Title XV, Chapter 153, Section 153.153 Outdoor Storage item C. Recreational equipment and vehicle storage shall be repealed, replaced and shall be placed after item 153.153 (B).

(C) Recreational equipment and vehicle storage. The standards of this section apply to all zone districts with the exception of the industrial district.

(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 other than allowed for in § 153.153(C)(8). Electricity may be used during times of Active Use including cleaning, refrigeration of supplies and preparing for trips.

(3) The parking and/or storage of recreational equipment and vehicles in excess of 25 feet in length is prohibited.

(4) Outdoor parking or storage of not more than two recreational equipment or vehicles shall be permitted on any parcel of property. An unlimited number of small vehicles including floats, rafts, canoes, and kayaks may be stored in an organized, safe manner on a single property.

(5) 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 closer than five feet from any lot line, unless otherwise provided by this section. Property owners who can demonstrate that a property does not reasonably allow storage in the side or rear yards may store the recreational vehicle(s) in other areas 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 including if the driveway is in the setback but shall not include any 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 with a permit issued by the Zoning Administrator.

(9) The open (non-active) parking or storage of any recreational vehicle not owned by a resident or owner of the property on which it is located shall not be permitted.

SECTION 4: Title XV, Chapter 153, Section 153.153 Outdoor Storage of the City of Charlevoix Code are hereby amended to add the following item D. Outdoor Storage Areas and shall be placed after item C. Recreational Equipment and Vehicle Storage.

(D) Outdoor storage areas. Where permitted, outdoor storage areas shall be screened to the public by buildings, structures or a continuous buffer. The buffer area shall include:

(1) A six-foot tall screen wall or fence or 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 5. 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 6. 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 1st day of July 2024 A.D., by the Charlevoix City Council as follows:

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

Nays: None

Absent: None

Motion carried.

7. All Other Actions and Requests

A. Mt. McSauba Playground update and equipment purchase

Kent Knorr, Recreation Director

Recreation Director Kent Knorr presented information on Mt. McSauba playground update and equipment purchase. City Manager Heydlauff answered questions from Council.

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

Motion by Kalbfell, seconded by Spring to approve the down payment of \$100,000 to Landscape Structures for the purchase of a new playground at Mt. McSauba and authorization for the City Manager to sign purchasing agreements as required.

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

Nays: None

Absent: None

Motion carried.

8. Reports and Communications

A. Public Comment

- Dave Coen, 226 Antrim St., stated the EPA will tear down 230 Antrim Street in the fall and he stated that he has been mowing the grass

B. City Manager's Comments

- Thanked Recreation Director Knorr and staff for a great job at the golf course; revenue was up \$4,000 in June
- Bases sponsored Youth Golf Fundraiser raised \$10,000, which will allow youth in Charlevoix free access to golf
- Met with Charlevoix Township Supervisor regarding the renewal of the fire protection contract which will be presented at the next meeting and discussed acquiring a fire truck by receiving assistance from Senator Peters; there is a request for \$1.25 million in the congressional designated expenditure appropriation fund which would cover half of the cost of a new truck
- Met with School Superintendent, Charlevoix Township Supervisor, and Kent Knorr to discuss the opportunity of bringing more tennis and pickleball courts to the City and one possible solution would be for the school to own the adult softball field and invest in making it a tennis/pickleball court; in order to do so the City would have to bring a proposal to the voters in November, the school board is meeting later in the month to discuss this possibility

C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:20 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

DRAFT

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: July 15, 2024

Presented By:

Background:

Recommendation:

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

Attachments:

1. Check Registers 07-15-24 Agenda

Check Number	Payee	Amount
06/25/2024		
142745	CHARLEVOIX STATE BANK	6,340.91
Total 06/25/2024:		6,340.91
Grand Totals:		6,340.91

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

06/25/24	Special Accounts Payable Run	\$ 6,340.91
07/05/24	Payroll (net pay)	\$ 156,908.52
07/05/24	Payroll Transmittal Checks	\$ 6,669.30
07/16/24	Regular Accounts Payable	\$ 312,048.67
Checks Sub-Total:		\$ 481,967.40

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

07/01/24	MI Public Power Agency	\$ 23,986.64
07/03/24	AMG Payment Solutions	\$ 770.98
07/03/24	Payment Service Network Inc	\$ 244.45
07/05/24	IRS (Payroll Tax Deposit)	\$ 55,154.99
07/05/24	Alerus Financial (HCSP)	\$ 558.00
07/05/24	Vantagepoint (401 Plan)	\$ 1,204.14
07/05/24	Vantagepoint (457 Plan)	\$ 22,714.68
07/05/24	Vantagepoint (Roth IRA)	\$ 1,190.00
07/05/24	State of MI (Withholding Tax)	\$ 8,440.44
07/08/24	MI Public Power Agency	\$ 2,375.56
07/09/24	State of MI (Sales Tax)	\$ 29,088.68
07/11/24	DTE Energy	\$ 2,832.51
ACH Sub-Total:		\$ 148,561.07

Huntington National Bank Total: \$ 630,528.47

CHARLEVOIX STATE BANK - CHECKS ISSUED (PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

Tax Disbursement	\$ -
Charlevoix State Bank Total:	\$ -
Grand Total:	\$ 630,528.47

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
06/29/2024	PC	07/05/2024	39755	GENNETT, LYLE E.	49		878.79
06/29/2024	PC	07/05/2024	39756	COLE, SHANE D.	50		524.08
06/29/2024	PC	07/05/2024	39757	HAGEN, AARON W.	56		766.50
06/29/2024	PC	07/05/2024	39758	KALBFELL, JANET P.	58		398.19
06/29/2024	PC	07/05/2024	39759	PARR, PHILIP M.	61		566.03
06/29/2024	PC	07/05/2024	39760	KNAPP, MARK D.	62		566.03
06/29/2024	PC	07/05/2024	39761	SPRING, RICHARD C.	63		533.01
06/29/2024	PC	07/05/2024	39762	HEYDLAUFF, MARK L.	102		4,122.60
06/29/2024	PC	07/05/2024	39763	DVORACEK, SARAH J.	105		2,498.73
06/29/2024	PC	07/05/2024	39764	DEROSIA, PATRICIA E.	107		589.17
06/29/2024	PC	07/05/2024	39765	DOTSON, LINDSEY J.	109		1,733.14
06/29/2024	PC	07/05/2024	39766	KLOOSTER, ALIDA K.	121		2,492.90
06/29/2024	PC	07/05/2024	39767	BARNEVELD, RICHELLE	123		1,376.48
06/29/2024	PC	07/05/2024	39768	SCHULZ, GINNY L.	125		1,626.70
06/29/2024	PC	07/05/2024	39769	JENKINS, JESSICA-RAE	127		1,468.59
06/29/2024	PC	07/05/2024	39770	MILLER, FAITH G.	142		520.50
06/29/2024	PC	07/05/2024	39771	MCGINN, KELLY A.	146		2,865.02
06/29/2024	PC	07/05/2024	39772	SCHEEL, JONATHAN D.	149		2,672.60
06/29/2024	PC	07/05/2024	39773	MCDONNELL, JILL L.	202		2,622.72
06/29/2024	PC	07/05/2024	39774	UMULIS, MATTHEW T.	205		1,708.12
06/29/2024	PC	07/05/2024	39775	ORBAN, BARBARA K.	209		1,620.41
06/29/2024	PC	07/05/2024	39776	RILEY, DENISE M.	213		579.41
06/29/2024	PC	07/05/2024	39777	MUNK, CHRISTOPHER J.	215		2,599.70
06/29/2024	PC	07/05/2024	39778	CHRISTIANSEN, BRIAN D	218		2,371.31
06/29/2024	PC	07/05/2024	39779	RAMIREZ, CHARLES V.	219		1,489.69
06/29/2024	PC	07/05/2024	39780	YOUNG, KRISTEN L.	230		2,005.80
06/29/2024	PC	07/05/2024	39781	CONWAY, PATRICK G.	239		154.27
06/29/2024	PC	07/05/2024	39782	MACGILLIVRAY, ROGER	244		1,029.43
06/29/2024	PC	07/05/2024	39783	DOTSON, WILLIAM R.	249		712.19
06/29/2024	PC	07/05/2024	39784	KALLMAN, ARIN J.	251		563.30
06/29/2024	PC	07/05/2024	39785	WURST, RANDALL W.	411		1,653.29
06/29/2024	PC	07/05/2024	39786	HILLING, NICHOLAS A.	413		2,304.83
06/29/2024	PC	07/05/2024	39787	MEIER III, CHARLES A.	421		2,152.11
06/29/2024	PC	07/05/2024	39788	ZACHARIAS, STEVEN B.	422		1,585.15
06/29/2024	PC	07/05/2024	39789	NEWMAN, MARK J.	424		1,981.98
06/29/2024	PC	07/05/2024	39790	LOUGHMILLER, JOHN A.	425		1,759.05
06/29/2024	PC	07/05/2024	39791	GRIFFITH, JOHN J.	500		2,669.96
06/29/2024	PC	07/05/2024	39792	EATON, BRAD A.	515		3,293.70
06/29/2024	PC	07/05/2024	39793	WILSON, TIMOTHY J.	516		3,608.78
06/29/2024	PC	07/05/2024	39794	LAVOIE, RICHARD L.	519		2,147.66
06/29/2024	PC	07/05/2024	39795	STERRETT, PHILLIP R.	520		2,722.60
06/29/2024	PC	07/05/2024	39796	STEVENS, BRANDON C.	521		2,681.94
06/29/2024	PC	07/05/2024	39797	WHITLEY, ANDREW T.	522		3,263.37
06/29/2024	PC	07/05/2024	39798	FARRELL, MITCHELL L.	524		2,434.42
06/29/2024	PC	07/05/2024	39799	ANDERSON, ELIZABETH	526		1,460.44
06/29/2024	PC	07/05/2024	39800	KENWABIKISE, DAVID L.	528		1,310.63
06/29/2024	PC	07/05/2024	39801	ELLIOTT, PATRICK M.	600		3,385.35
06/29/2024	PC	07/05/2024	39802	MORRISON, KEVIN P.	601		1,653.11
06/29/2024	PC	07/05/2024	39803	FURGESON, JUSTIN L.	613		2,281.40
06/29/2024	PC	07/05/2024	39804	BRADLEY, KELLY R.	614		1,461.80
06/29/2024	PC	07/05/2024	39805	HART II, DELBERT W.	616		2,056.65
06/29/2024	PC	07/05/2024	39806	JONES, ROBERT F.	618		1,992.24
06/29/2024	PC	07/05/2024	39807	THORP JR, WILLIAM D.	623		1,462.25
06/29/2024	PC	07/05/2024	39808	LEITNER, RYAN S.	624		1,826.49
06/29/2024	PC	07/05/2024	39809	NOWKA, STEPHEN P.	626		1,689.58
06/29/2024	PC	07/05/2024	39810	RILEY, DANIEL A.	627		1,232.53
06/29/2024	PC	07/05/2024	39811	REID, ROB A.	632		1,530.44

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
06/29/2024	PC	07/05/2024	39812	DORAN, JUSTIN J.	634		2,506.57
06/29/2024	PC	07/05/2024	39813	NEDWICK, DAVID J.	642		129.29
06/29/2024	PC	07/05/2024	39814	CONWAY, ANNEMARIE	668		227.42
06/29/2024	PC	07/05/2024	39815	FINNERTY, HOLLY E.	669		1,172.15
06/29/2024	PC	07/05/2024	39816	WILSON, SAMUEL J.	672		1,016.92
06/29/2024	PC	07/05/2024	39817	POIROT, KENNETH R.	673		962.14
06/29/2024	PC	07/05/2024	39818	VENTZKE, COLE C.	674		1,035.17
06/29/2024	PC	07/05/2024	39819	JOHNSON, RANDY J.	680		1,236.95
06/29/2024	PC	07/05/2024	39820	PARRISH, JASON P.	681		563.84
06/29/2024	PC	07/05/2024	39821	SPEER, LIAM M.	682		898.19
06/29/2024	PC	07/05/2024	39822	HIGGINS, THERESE M.	689		635.97
06/29/2024	PC	07/05/2024	39823	CRANDELL, ZACKARY R.	691		984.15
06/29/2024	PC	07/05/2024	39824	RABIDEAU, JACOB L.	696		1,072.46
06/29/2024	PC	07/05/2024	39825	BORTHS, MICHAEL J.	698		842.23
06/29/2024	PC	07/05/2024	39826	KNORR, KENT J.	700		2,394.26
06/29/2024	PC	07/05/2024	39827	ANZELL, BETH A.	702		1,668.93
06/29/2024	PC	07/05/2024	39828	STEBE, LAURA A.	703		25.06
06/29/2024	PC	07/05/2024	39829	STEWART, SPENCER P.	720		1,628.08
06/29/2024	PC	07/05/2024	39830	MCDERMOTT, DENNIS J.	732		2,201.86
06/29/2024	PC	07/05/2024	39831	JASURDA, DONALD J.	748		1,005.12
06/29/2024	PC	07/05/2024	39832	BLECKE, SKYLAR T.	749		874.12
06/29/2024	PC	07/05/2024	39833	LAVOIE, AUBREY J.	750		610.04
06/29/2024	PC	07/05/2024	39834	WHITE III, MARCUS W.	754		988.30
06/29/2024	PC	07/05/2024	39835	LATHROP, GLADDIES J.	755		406.36
06/29/2024	PC	07/05/2024	39836	BEECHERL, GRACE M.	758		929.42
06/29/2024	PC	07/05/2024	39837	CUNNINGHAM, ABIGAIL A	759		1,119.48
06/29/2024	PC	07/05/2024	39838	WALKER, MEREDITH A.	771		528.98
06/29/2024	PC	07/05/2024	39839	SMITH, ANNA K.	773		1,123.20
06/29/2024	PC	07/05/2024	39840	JAREMA, ALISON, K.	774		1,268.15
06/29/2024	PC	07/05/2024	39841	LEVY, JAYDEE L.	775		189.67
06/29/2024	PC	07/05/2024	39842	ROSIER, OLIVIA J.	777		1,059.76
06/29/2024	PC	07/05/2024	39843	SAUER, JOHN V.P.	778		1,097.37
06/29/2024	PC	07/05/2024	39844	BOLLMANN, JOSIE J.	779		1,208.29
06/29/2024	PC	07/05/2024	39845	PETROSKY, TAYLOR G.	780		123.56
06/29/2024	PC	07/05/2024	39846	PHILP, DAVAYAH A.	781		314.85
06/29/2024	PC	07/05/2024	39847	HOSLER, ISABELLA C.	783		1,088.43
06/29/2024	PC	07/05/2024	39848	GERLACH, MAREN R.	786		911.32
06/29/2024	PC	07/05/2024	39849	MAY, MADALYNE M.	792		802.98
06/29/2024	PC	07/05/2024	39850	WAGNER, KIRSTEN M.	793		726.24
06/29/2024	PC	07/05/2024	39851	BIRD, SPENCER H.	794		636.21
06/29/2024	PC	07/05/2024	39852	DRENTH, DOUGLAS A.	838		871.01
06/29/2024	PC	07/05/2024	39853	ELGART, SARAH N.	840		488.41
06/29/2024	PC	07/05/2024	39854	GILL, DAVID R.	856		895.95
06/29/2024	PC	07/05/2024	39855	LABLANCE, MAUREEN J.	863		387.73
06/29/2024	PC	07/05/2024	39856	LIVINGSTON, BRIAN D.	866		2,298.02
06/29/2024	PC	07/05/2024	39857	KLOOSTER, PATRICK H.	868		379.26
06/29/2024	PC	07/05/2024	39858	WAY, KRISTINA M.	870		171.77
06/29/2024	PC	07/05/2024	39859	PARKER, SCOTT W.	873		75.15
06/29/2024	PC	07/05/2024	39860	PETROSKY, TIMOTHY D.	874		40.97
06/29/2024	PC	07/05/2024	39861	NISWANDER, WILLIAM M.	876		850.21
06/29/2024	PC	07/05/2024	39862	FRESA, EDWARD K.	877		467.61
06/29/2024	PC	07/05/2024	39863	SCHOLEY, ROBERT W.	902		2,041.57
06/29/2024	PC	07/05/2024	39864	OLIVER, GRANT T.	915		1,307.05
06/29/2024	PC	07/05/2024	39865	POSTMUS, ANTHONY H.	916		1,456.85
06/29/2024	PC	07/05/2024	39866	DOUGLAS, MARK	935		1,571.25
06/29/2024	PC	07/05/2024	39867	FRATRICK, JOSEPH W.	940		1,318.78
06/29/2024	PC	07/05/2024	39868	BENNETT, TAWNYA E.	953		1,179.32

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
06/29/2024	PC	07/05/2024	39869	TRAVERS, MANUEL J.	998		1,320.46
06/29/2024	PC	07/05/2024	142746	COX, RONALD L.	869		316.50
Grand Totals:			116				156,908.52



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
06/29/2024	07/05/2024	142747	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,145.58
06/29/2024	07/05/2024	142748	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	55.40
06/29/2024	07/05/2024	142748	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	427.44
06/29/2024	07/05/2024	142749	CHARLEVOIX STATE BAN	9016	Lump Sum Employer Contribution	879.00
06/29/2024	07/05/2024	142750	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,230.00
06/29/2024	07/05/2024	142751	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	647.18
06/29/2024	07/05/2024	142752	FOPLC	9039	FOPLC UNION DUES Pay Perio	195.00
06/29/2024	07/05/2024	142753	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
06/29/2024	07/05/2024	142754	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,588.49
06/29/2024	07/05/2024	142755	THE HARTFORD	9035	LIFE - VOLUNTARY Pay Period:	280.65
06/29/2024	07/05/2024	142755	THE HARTFORD	9035	SPOUSE LIFE Pay Period: 6/29/	52.27
06/29/2024	07/05/2024	142755	THE HARTFORD	9035	CHILD LIFE Pay Period: 6/29/20	11.71
06/29/2024	07/05/2024	142755	THE HARTFORD	9035	AD&D - VOLUNTARY Pay Period	29.71
06/29/2024	07/05/2024	142755	THE HARTFORD	9035	SPOUSE AD&D Pay Period: 6/29	5.37
06/29/2024	07/05/2024	142755	THE HARTFORD	9035	CHILD AD&D Pay Period: 6/29/2	4.95
Grand Totals:		15				6,669.30

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Check Number	Payee	Amount
07/16/2024		
142756	ACE HARDWARE	5,558.53
142757	ACLARA TECHNOLOGIES LLC	7,672.67
142758	ALL-PHASE ELECTRIC SUPPLY CO	370.00
142759	AMAZON CAPITAL SERVICES	1,178.49
142760	AMERICAN LEGAL PUBLISHING CORP	20.00
142761	APOLLO FIRE APPARATUS SALES & S	267.73
142762	APPRIVER LLC	2,526.27
142763	APX INC - 9551	31.41
142764	ART'S AUTO & TRUCK PARTS	196.65
142765	AT YOUR SERVICE PLUS INC	140.00
142766	AUTO WARES INC	720.68
142767	AVFUEL CORPORATION	63,667.89
142768	CARQUEST OF CHARLEVOIX	1,853.89
142769	CESARO, ERICA	82.54
142770	CHARLEVOIX AREA CHAMBER OF CO	7,500.00
142771	CHARLEVOIX AUTO LLC	128.09
142772	CHARLEVOIX HISTORICAL SOCIETY	20,000.00
142773	CHARLEVOIX SCREEN MASTERS INC	165.00
142774	CHARLEVOIX TOWNSHIP TREASURE	79.64
142775	CHARTER COMMUNICATIONS OPERA	103.93
142776	CHRISTIANSEN, BRIAN	308.90
142777	CINTAS CORPORATION	414.59
142778	CITY OF CHARLEVOIX - UTILITIES	51,229.63
142779	CIVIC SYSTEMS LLC	9,451.00
142780	CONWAY PROFESSIONAL SERVICES	4,739.00
142781	COOPER, MELANIE S	119.00
142782	DHASELEER EVENTS BARN	149.00
142783	DIETRICH, HEIDI LYNN	350.00
142784	DITCH WITCH SALES OF MICHIGAN	972.98
142785	DROST LANDSCAPE	9,900.00
142786	DVORACEK, SARAH	153.82
142787	ECONO SIGNS LLC	112.59
142788	EDMONDS, IRODELL	75.00
142789	ELLSWORTH FARMERS EXCHANGE	596.24
142790	ENVIRONMENTAL RESOURCE ASSOC	757.42
142791	ESRI	459.59
142792	FARMER WHITE'S	307.00
142793	FISHER SCIENTIFIC	457.10
142794	GANNETT MICHIGAN LOCALIQ	224.68
142795	GESTWICK, BECKY	256.50
142796	GFL ENVIRONMENTAL	159.13
142797	GORDON FOOD SERVICE	153.80
142798	GOVERNMENT FORMS AND SUPPLIE	58.05
142799	GRAND TRAVERSE GARAGE DOOR C	8,481.11
142800	GRIFFITH, JOHN J	288.10
142801	GUNTZVILLER BERRY FARM	620.00
142802	HARTFORD, THE	2,356.52
142803	HOGARTH'S PEST CONTROL INC.	1,550.00

Check Number	Payee	Amount
142804	HOLLAND BOARD OF PUBLIC WORKS	14,745.15
142805	HUGHES, LAURIE	344.00
142806	HUTSON INC	139.02
142807	HYDROCORP	2,077.00
142808	IDEXX DISTRIBUTION INC	2,315.39
142809	IDI	76.00
142810	IMPACT RECOVERY SYSTEMS INC.	190.00
142811	INTEGRITY BUSINESS SOLUTIONS	11.98
142812	IPS GROUP INC	3,560.21
142813	IRISH, PATRICK	10.00
142814	J RANCK ELECTRIC INC	12,299.99
142815	JACK DOHENY COMPANY	213.15
142816	KALAMAZOO SANITARY SUPPLY LLC	2,431.12
142817	KCI	27.00
142818	KEEP CHARLEVOIX BEAUTIFUL	10,000.00
142819	KNIGHTS TOOLS LLC	87.00
142820	KRAZY KAKE A HOLICS	25.00
142821	LASER PRINTER TECHNOLOGIES	724.95
142822	MAGGRETT, DAVID	1,000.00
142823	MCCARDEL CULLIGAN WATER COND	55.50
142824	MCDERMOTT, DENNIS J.	74.19
142825	MCFALL, REBECCA	121.50
142826	MCMASTER-CARR	2,721.11
142827	METAL HEAD WELDING LLC	906.08
142828	MICHIGAN RURAL WATER ASSN	825.00
142829	NORTH COAST FASTENERS LLC	189.58
142830	NORTHWEST ELECTRONICS & REPAI	94.96
142831	NORWOOD CENTENNIAL FARMS	29.00
142832	NUCO2 LLC	200.90
142833	OMS COMPLIANCE SERVICES INC	81.25
142834	ON DUTY GEAR LLC	1,229.98
142835	OUDBIER INSTRUMENT CO	1,385.50
142836	PANCY, THOMAS	1,200.00
142837	POWER LINE SUPPLY	6,639.84
142838	PREMIER POWER MAINTENANCE	26,411.50
142839	PRESTON FEATHER	1,595.03
142840	QUADIENT INC	180.00
142841	QUILL LLC	194.95
142842	RESOLUTION G2 LLC	2,902.00
142843	ROGIER, ROBERT	62.84
142844	SCIENTIFIC BRAKE - GAYLORD	359.70
142845	SHARROW, JACOB	1,400.00
142846	SKROCKI, DANIELLE	12.05
142847	SPARTAN STORES LLC	127.76
142848	STATE OF MICHIGAN	30.00
142849	STEWART, SPENCER	81.44
142850	SWEET MARIA'S LLC	405.00
142851	TAI JAXX DRURY	1,200.00
142852	TOP LINE ELECTRIC LLC	2,717.43

Check Number	Payee	Amount
142853	TORNGO, SHIRLEY	75.00
142854	TRACE ANALYTICAL LABORATORIES I	677.50
142855	TRUCK & TRAILER SPECIALTIES	183.80
142856	UNIFIRST CORPORATION	374.16
142857	WITT FAMILY FARM	63.00
Total 07/16/2024:		312,048.67
Grand Totals:		312,048.67

Check Number	Payee	Amount
07/01/2024		
70124001	MICHIGAN PUBLIC POWER AGENCY	23,986.64
Total 07/01/2024:		23,986.64
Grand Totals:		23,986.64

Check Number	Payee	Amount
07/03/2024		
70324001	AMG PAYMENT SOLUTIONS	770.98
70324002	PAYMENT SERVICE NETWORK INC.	244.45
Total 07/03/2024:		1,015.43
Grand Totals:		1,015.43

Check Issue Date	Check Number	Payee	Amount
70524001			
07/05/2024	70524001	**EFTPS* Payroll Taxes	14,469.33
07/05/2024	70524001	**EFTPS* Payroll Taxes	14,469.33
07/05/2024	70524001	**EFTPS* Payroll Taxes	3,383.99
07/05/2024	70524001	**EFTPS* Payroll Taxes	3,383.99
07/05/2024	70524001	**EFTPS* Payroll Taxes	19,448.35
Total 70524001:			
	5		55,154.99
70524002			
07/05/2024	70524002	Alerus Financial	558.00
Total 70524002:			
	1		558.00
70524003			
07/05/2024	70524003	MissionSquare - 401 Plan 109153	1,204.14
Total 70524003:			
	1		1,204.14
70524004			
07/05/2024	70524004	MissionSquare - 457 Plan 300959	4,432.00
07/05/2024	70524004	MissionSquare - 457 Plan 300959	3,323.54
07/05/2024	70524004	MissionSquare - 457 Plan 300959	5,313.92
07/05/2024	70524004	MissionSquare - 457 Plan 300959	9,645.22
Total 70524004:			
	4		22,714.68
70524005			
07/05/2024	70524005	MissionSquare - Roth IRA 706117	1,190.00
Total 70524005:			
	1		1,190.00
70524006			
07/05/2024	70524006	STATE OF MICHIGAN	8,440.44
Total 70524006:			
	1		8,440.44
Grand Totals:			
	13		89,262.25

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Check Number	Payee	Amount
07/08/2024		
70824001	MICHIGAN PUBLIC POWER AGENCY	2,375.56
Total 07/08/2024:		2,375.56
Grand Totals:		2,375.56

Check Number	Payee	Amount
07/09/2024		
70924001	STATE OF MICHIGAN	29,088.68
Total 07/09/2024:		29,088.68
Grand Totals:		29,088.68

Check Number	Payee	Amount
07/11/2024		
71124001	DTE ENERGY	2,832.51
Total 07/11/2024:		2,832.51
Grand Totals:		2,832.51

Charlevoix City Council

Consent Agenda

Title: MML Worker's Compensation Fund Board of Trustees Election

Date: July 15, 2024

Presented By:

Background:

The City is a member of the Michigan Municipal League Worker's Compensation Fund. The fund is governed by a board of trustees elected by the members of the fund (like us). As such, we have the opportunity to vote for the Board of Trustees. The Fund's Nominating Committee has nominated Victor Cardenas, City Manager, City of Novi; Daniel Coss, City Administrator, City of DeWitt; and Bridget Dean, Mayor, City of Berkley.

Recommendation:

Motion to direct the City Clerk to cast a ballot for the nominating committee's recommendation of the three members presented.

Attachments:

1. MML Compensation Fund Information



workers'
compensation
fund

1675 Green Road
Ann Arbor, MI 48105
P: 734-662-3246
800-653-2483
F: 734-662-8083
mml.org

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 24, 2024
Subject: Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Three appointees have agreed to seek election to their first term. You may also write in one or more candidates if you wish.

A brief biographical sketch of the candidates is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 9th. Alternately, you may complete your ballot online:

Go to www.mml.org. At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Workers' Compensation Fund*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,

A handwritten signature in black ink that reads 'Michael J. Forster'.

Michael J. Forster
Fund Administrator
mforster@mml.org

THE CANDIDATES

Four-year terms beginning October 1, 2024



Victor Cardenas, City Manager, City of Novi

Victor Cardenas joined the City of Novi as Assistant City Manager in October 2010. He was named Interim City Manager in November 2022 and was selected as City Manager in June 2023. For twelve years, Mr. Cardenas assisted the City Manager in developing program strategies to achieve City Council goals and to improve the quality of life in Novi. He coordinates day-to-day operations and ensures integration of services among City Departments as well as the dependable delivery of high-quality services while conserving community resources. Mr. Cardenas instituted a citizen relationship software that has greatly improved Novi's receipt of service requests and workflow management and created a digitized version of the City's Capital Improvement Program. He continues to be active with the International City/County Management Association, being elected to the Board of Directors in 2020, the Michigan Municipal Executives and multiple committees, associations, and organizations throughout the region. Additionally, he sits on the boards for the Intelligent Transportation Society of Michigan and the Michigan Library Network. Victor is seeking election to his first term.



Daniel Coss, City Administrator, City of DeWitt

Daniel Coss was appointed DeWitt's City Administrator in 2011, after previously working for the City of Marysville for more than 11 years. Dan is originally from the mid-Michigan area and has a Bachelor of Science in Forestry from Michigan State University and a Master's of Science Degree in Administration from Central Michigan University. Daniel is seeking election to his first term.



Bridget Dean, Mayor, City of Berkley

Bridget Dean was first elected to Berkley City Council in 2019 and re-elected in 2023. She and her husband have lived in Berkley since 2005 and have two grown children. Bridget has owned the knit shop "...have you any Wool?" in Berkley for twenty years. Being both a resident and business owner gives her a unique perspective and compliments the skills already on City Council. Bridget has been active in numerous organizations, as a member and vice chair of the Berkley Downtown Development Authority and several of its committees, and as a member and board member of the Greater Berkley Chamber of Commerce. Bridget is seeking election to her first term.

Michigan Municipal League
Workers' Compensation Fund

OFFICIAL BALLOT - 2024

Vote for three Trustees by marking the line to
the left of the name for four-year terms
beginning October 1, 2024.

____ **Victor Cardenas, Appointee**
Manager, City of Novi

____ **Daniel Coss, Appointee**
Administrator, City of DeWitt

____ **Bridget Dean, Appointee**
Mayor, City of Berkley

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized
its vote to be cast for the above persons to
serve as Trustees of the Michigan Municipal
League Workers' Compensation Fund.

Official Signature
Date:

Ballot deadline:
August 9, 2024

Charlevoix City Council

Consent Agenda

Title: Extension of the cross connection contract with Hydrocorp

Date: July 15, 2024

Presented By:

Background:

We are currently under contract with Hydrocorp for our residential, commercial and industrial cross connection control program. This program is mandated by the State and is in place to reduce the potential of contaminating our water distribution system from an illegal cross connection. The contract that we are currently in was for a two year period with the option of a one year extension. See the attached contract and specifically section 4.2.

We have been contracted with Hydrocorp for a number of years now and they have always provided good service and have helped to keep our system in compliance with all State requirements as they relate to cross connections.

Recommendation:

Motion to approve the one-year extension with Hydrocorp and authorize the City Manager to sign any required documents.

Attachments:

1. HYDROCROP CROSS CONNECTION CONTRACT

PROPOSAL

DEVELOPED FOR

Pat Elliott

City of Charlevoix

229 Stover

Charlevoix, MI 49720

July 29, 2022

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL



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QUALIFICATIONS	11



SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Charlevoix. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **75** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Annually, perform a minimum of **275** initial inspections, compliance inspections, and re-inspections at individual residential and multi-family residential home served by the public water supply for cross-connections. Inspections will be conducted of the property's exterior only.
3. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
4. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
5. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
6. Submit comprehensive management reports on a quarterly basis.
7. Conduct an annual review meeting to discuss overall program status and recommendations.
8. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
9. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
10. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
11. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 2,077.00	Annual Amount: \$ 24,924.00	Contract Total: \$ 49,848.00
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Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 2,077.00

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this August 15, 2022 by and between the City of Charlevoix organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all EGLE regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 **VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Residential
- Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

- 2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of **150 Non-Residential and 550 Residential** inspections over a **two – (2) year contract**. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 **CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **600** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on September 1, 2022 and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement the Utility will have the option to automatically renew for a one (1) year term. Any increases in pricing for the one-year renewal will be equal to the annual Consumer Price Index as measured in the local/regional area at the time of renewal.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$2,077.00 per month, \$24,924.00 annually, for a two - year contract total of \$49,848.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association. Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such



court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Charlevoix
c/o Pat Elliot
229 Stover
Charlevoix, MI 49720
(231) 547-3275

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Charlevoix


By: Mark L. Heydau
Title: City Manager

HydroCorp



By: Paul M. Patterson
Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



Charlevoix City Council

Consent Agenda

Title: Dump body and slide in sander purchase for new cab and chassis for \$139,471.00

Date: July 15, 2024

Presented By:

Background:

Back in 2021, we bid out a new cab and chassis for our existing, large sand/salt truck. At that time, we were going to only purchase a new cab and chassis and remove the existing sander body and install it on the new chassis. Due to Covid and all the supply chain issues, we still have not taken delivery of the cab and chassis, but anticipate having our unit delivered later this fall. Due to all the delays and even though we will see our new cab and chassis this fall, the entire unit will not be built and available for use until the fall of 2025. Because of these delays and the extra four and possibly five years of use on the existing sander, we are looking at different options to better utilize our overall fleet.

We are recommending eliminating the bid from 2021 for \$56,380.00 to upfit the new cab and chassis with our old sander body and accept the bid from 2024 in the amount of \$139,471.00. This new bid is for installing a normal dump body, belly blade, front plow mount and a slide in sander body onto the new cab and chassis. By doing this, it will make this truck much more versatile and usable in the summer rather than only being able to be used as a sander in the winter. This will also allow us to sell our existing sander truck with a sander on it versus only a cab and chassis. It will also allow us to sell one of the older plow trucks, because the new one will be able to be utilized in the summer.

When estimating the added resale value of our existing sander and being able to sell one additional dump truck, the actual added cost is approximately 10 to 15k.

The price for the quote from 2024 is also through the MIDEAL program.

Recommendation:

Motion to approve the quote submitted by Truck and Trailer Specialties in the amount of \$139,471.00 and authorize the City Manager to sign all required documents.

Attachments:

1. 2024 Dump Body-Slide in Sander truck



Date: July 1, 2024

Quote #: **240701KM-1C**

Name: **City of Charlevoix**

Address: 210 State St., Charlevoix, MI 49720

Phone: (231) 547-3275

Attn:

- Rob Reid / robr@charlevoixmi.gov / (231) 497-8298
- Pat Elliott / pate@cityofcharlevoix.org / (231) 547-3276

We are pleased to quote you prices and terms in accordance with specifications described below. Prices are in effect through 8/1/24 only. Federal excise tax and sales tax are not included but will be added if applicable.

SINGLE AXLE TRUCK EQUIPMENT

A. FRONT PLOW HITCH

- Hustings style heavy duty 34" wide Quick Hitch, top of hitch gusseted with 3/8" plate. Plunger pins have grease zerks and secondary locking tabs, and a booster arm with (1) 1/2" hook. Plow cylinder is hydraulic double acting cylinder with the following specifications: 3" diameter bore, 10" stroke, 2" socatri 1,000 – Boss O-ring ports. Hitch will be bolted to a heavy-duty structural channel. 12" 20.7 lb., front bumper with flare back and boxed ends. Hitch includes upper and lower bracing. Installed with grade 8 nuts and bolts; includes extended brackets for hood cables & pull back support cable. All epoxy primed and painted urethane black.

B. PLOW LIGHTS

- Auxiliary plow lights and turn signals. Buyers model 131200 LED hood mounted, custom-built 1/4" thick X 4" wide aluminum brackets with fiberglass in hood support plates, height to be determined at time of installation to include in-cab 6-way switch and wire harness.

C. UNDERBODY SCRAPER

Monroe Model HD 4500

- **HANGERBOARD:** Designed and engineered for optimum strength. 1/2" formed plate reinforced by 1/2" X 7 1/2" flat plate to make full 1" thickness. 3.25" X .344" mechanical tube outer hinge tubes. 3/4" bar reinforced full length of the hinge. 3/4" thick trunion arms. Outer trunion arms bolted to hangerboard. Includes a Manifold bracket for the grease line kit, one installed each side of the hangerboard.
- **HINGE SHAFT:** 2 1/2" OD X 96" long with (4) grease points and (3) hinge points. The two (2) outer hinges are 3 1/4" OD X 6" long with .344 wall thickness. Each outer hinge has (1) 1/2" wrap–

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around gusset, center hinge shall be 3¼" OD X 10¾" long with .344 wall and has (2) ½" thick wraparound gussets, including thrust bearing wear plates to prevent side-to-side shifting of moldboard.

- MOLDBOARD: 1" thick X 20" high X 12' long moldboard. Integral pressed in lower offset. ½" X 6" double beveled cutting edge with standard highway punched.
- SHOCKS & HOUSINGS: Cushioned by two (2) extra heavy-duty spring housings, allowing 600 PSI down pressure. Two (2) ½" thick flange retaining plates held by (4) ⅝" bolts with prevailing lock nuts. Housings to be slotted to relieve contaminants. Greaseable trunion mount bushings are 2¾" OD with a .344" wall. Mechanical tube trunion mount pins are 2" solid rod, bolt-in, removable, and replaceable design.
- ACTUATING CYLINDERS: 3½" bore X 10" stroke with 2" socatri 1000 piston rods, with poly pac seals and cast steel heads, ½" hoses and piping, (supported with poly clamps), to be externally mounted for easy access. Prince in-line relief valve shall be supplied.
- CIRCLE: 1" solid one-piece with infinite plowing positions, (no notches), minimum cut out for power reverse cylinder travel, and full front circle ears as to have clamps in full contact of circle at 45-degree angle for maximum circle bearing surface. 5" ID X 6.5" OD X 1" hardened center pin bushing.
- CENTER PIN: Heavy Duty 5" diameter, hardened center pin, zinc coated. Greaseable with 3 port grease journal and 5/16" wide X 3/16" deep grease groove around pin. Center pin is piloted into the hangerboard.
- CLAMPS: 20.5 long X 7" deep X 1" thick. Shaped to follow the contour of the circle. ⅜" UHMW wear pads. Entire clamps remain fully on the circle throughout the entire rotation of the scraper.
- REVERSE CYLINDERS AND HARDWARE: (2) 4" double-acting cylinders containing ½" #8 SAE ports, 2" Nitrate or socatri 1000 rods, poly pac seals, and cast steel heads. 3" OD – 2" ID anchor pivots, 2" hardened zinc coated with spiraled grease groove removable pivot pins, (greaseable at each end). Prince Cross over relief valve set at 2200 PSI to protect reversing cylinders from shock impacts.
- MOUNTING PLATES: ¾" thick 26 X 22 full plate steel construction with 7" X 7" cut out for ease of cleaning. Attached to the truck using ¾" grade 8 bolts, SAE washers, and prevailing lock nuts that are electronically plated for corrosion resistance.
- PAINT: Shot-blasted, washed, and powder-coat painted TGIC polyester black. All parts are powder coated prior to assembly of scraper. Outer 12" of moldboard ends painted high visibility yellow.
- SERRATED GRADE SAFETY STEP: Welded to outer end of the moldboard on driver's side, optional 45-degree angle cut passenger side end of moldboard.
- GREASE LINE KIT: Remote grease kit that allows grease to be applied at centralized locations outside of the chassis frame. Grease hoses shall be SAE 107 Hytron hose rated at 3000 psi. Grease line kit will incorporate all 15-grease points on the scraper.

D. FUEL & HYDRAULIC COMBINATION RESERVOIR

Monroe Combination fuel / hydraulic oil / valve enclosure, 7-gauge stainless steel construction

- 85 gallons of fuel capacity.
- Ball valves on fuel supply and return for ease of changing fuel filters.
- Isspro Electric fuel sending unit.
- 38 gallons of oil capacity.
- Valve enclosure with lockable cover.
- 5" sight/temp gauge on the hydraulic tank.
- 3" suction port on hydraulic tank to accept 2' suction screen.
- Zinga type flange on hydraulic tank for return line oil filter.
- Ball valve shut offs on suction port and case drain port.
- Low oil level sensor.
- Accessories:
 - Serrated grate steps, drivers side end of mounting saddle, size and location to be determined at installation.
 - Decals as to the contents, "Diesel Fuel" or "Hydraulic Oil".
 - Low oil light installed in the cab.
 - Momentary override switch installed in the cab.

E. DUMP BODY

Non-Corrosive 201 Stainless-Steel Heavy-Duty Dump Body

- Heavy duty dump body, approximately 7¾ yard capacity, 120" long X 84" wide, 46" headboard, 36" sides, 46" gate, all are inside dimensions.
- Sides, front, and gate all made of 7-gauge 201 stainless steel.
- Boxed top rail, one (1) formed side brace – per side.
- Front/rear full depth corner pillars; front is 8" wide with 4" radius, rear 24" wide, both sloped to shed dirt, all manufactured of 7 ga. 201SS.
- Six panel double acting tailgate; top brace is inverted V; plus, horizontal braces shall be sloped to shed dirt; gate manufactured of 7-gauge 201 stainless steel.
- Tailgate Hardware to consist of the following:
 - 1" thick top hinge, 201SS.
 - 1¼" diameter upper & lower tailgate pins, 201SS.
 - (4) ¾" thick chain slot brackets, 201SS.
 - Lower tailgate latch socket, 201SS.
 - Rear pillar cap assembly, 201SS.
 - Tailgate lift loop, 201SS.
 - ¾" Hi-test galvanized chains.
 - 3½" air cylinder mounted in the rear with over center lock, cylinder shaft is retracted with gate is in closed position, 12-volt valve with in-cab switch.
 - All linkage, including upper pins have grease zerks.

- Cabshield manufactured of 7ga. 201SS, continuously welded inside and out.
- Floor is manufactured of ¼" thick, AR450 steel with 8" side to floor radius.
- Understructure is western style crossmemberless 10" I-beam.

NOTE: Complete body above the floor manufactured of 201 stainless steel.

- Crysteel model RC860 Hoist system performance class 60, 20 ton lifting capacity.
- Full length sub frame design with HD hinge system.
- 8" bore, 21 5/8 stroke, 2 ¼" hard chrome shaft.
- Body safety prop.
- **Painting:**
 - All accessories, body props, cylinder, cylinder mount etc. are primed and finish-painted black.
 - Complete underside of dump body floor and complete understructure, long sills, primed and painted black.
- **Dump Body Accessories:**
 - Electronic back-up alarm.
 - Greaseable body safety prop.
 - (4) HD ½" thick anti-sail mud flaps installed ahead and behind drive axles with stainless steel hardware.
 - Ladder style steps installed using 1-1/4" square tube up rights and (2) grip struts steps, installed on driver's side of box directly over the rear duals.
 - Shovel holder left front side of body.
 - Ladder and shovel holder are both stainless steel.

F. TARP SYSTEM

Roll-Rite Model 6306, Aluminum System

- Aluminum tarp spool with aluminum wind deflector.
- Aluminum tarp and tension bows, 3 spring system.
- 30-degree cast aluminum elbows to position arms for maximum loader clearance.
- In-cab switch, light, and resettable circuit breaker.
- 16 ft. heavy-duty mesh tarp.
- Cable from cab to motor ran in PVC for added protection.
- Complete and installed.

G. SLIP-IN SANDER

Monroe Model Brute 201 Stainless Steel Slip-In Sander, 5.2 Yard Water Level

- All welding is continuous, all hardware is stainless steel, stainless steel is unpainted.
- Sander constructed of stainless steel with a 2" double crimp formed top for greater strength. Approx. dimensions are 132" long X 84" outside width X 50" tall, with 45-degree sloped sides.

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- Cross sills are 3" X 3/16" formed stainless steel channel.
- Chain shields are 10-gauge thick stainless steel, bolted in with removable style stainless steel bolts and nuts.
- Longsills are manufactured of 7-gauge stainless steel and continue beyond the spreader to support the spinner assembly. Both ends are slotted to accommodate easy drive and idler shaft removal.
- Floor runners are stainless steel formed channel: 3/16" thick X 1½" high X 4-5/16" wide, (2) 1" wide return lips run full length attached to the 3" cross members. This gives full support on the dump body floor and elevates the body for ease of clearing out.
- Side supports 10-gauge stainless steel and extend the full angled side height of the hopper, placed approx. 2' on center, continuously welded.
- Lift hooks are stainless steel loops, one at each corner, a total of 4.
- Rear end plate is 10-gauge stainless steel, reinforced inside and supported for maximum strength.
- Conveyor Trough is 24" wide, 50:1 gearbox with direct drive Roller Stator Hydraulic Motor mounted to the 2" steel drive shaft. The drive shaft is supported by (2) keyed 8-tooth cast- gray sprockets that drive the chain. The 2" idler shaft and keyed sprockets are adjustable through the self-aligning 4-bolt flange bearings with two heavy-duty spring-loaded adjuster rods. Design allows 4 inches of adjustment. Greaseable and adjustable from the rear.
- Conveyor chain is heat treated with 2.25 pitched self-cleaning Pintle type, 7/16" pins with a 21,000 # per strand tensile strength. Crossbars are 3/8" X 1½" on 4½" centers; welded both top and bottom. The system includes front and rear wipers.
- Conveyor floor is 3/16 SS removable bolt in style using SS hardware.
- Intermediate floor supports are SS angle iron braces on 12" centers.
- Tip-Up Spinner assembly is constructed of 10-gauge stainless steel, and adjustable in height. The disc is stainless steel with six stainless replaceable fins, driven by a top mount Roller Stator hydraulic motor through a cast iron hub.
- The feed-gate is 12" X 18", 7-gauge stainless steel and adjustable with self-locking screw-type jack, giving ruler accurate metering. Jack is greaseable, non-rusting poly U-joint and has a stainless-steel crank handle.
- Top screens are constructed of ½" carbon steel rods welded to form 4" X 4" square mesh sections formed by a combination of ¼" X 1½" flat steel and have 2" angle iron with edge support reinforced by ¼" X 1" flat steel bars. Each section is secured to the H-Beam.
- Includes short hose kit and SS couplers to match up to the truck coupler halves.

- $\frac{3}{8}$ " thick 2-ply rubber belting attached to top rail of the sander and extended over the outside of the dump body – full length along each side to keep material from falling in between the hopper and the dump body – all hardware would be stainless steel.
- Weld (4) $\frac{3}{8}$ stainless steel hooks per side on dump body. Supply and install 1" ratchet straps to secure rubber.
- Mounting and securing – front ties downs constructed from $\frac{3}{8}$ " X 2" wide stainless steel bar stock, bolted front side of sander body and to bulkhead of cabshield using $\frac{1}{2}$ " stainless steel bolts, washers, and nuts.
- Rear mounting consists of 1 $\frac{1}{4}$ " cold rolled round stock and $\frac{3}{8}$ " X 3 $\frac{1}{2}$ " X 3 $\frac{1}{2}$ " stainless steel angle iron – locked in position through the tailgate latching system, leaving a 1" gap between the box floor and angle for ease of washing out.

H. LIGHTING & ACCESSORIES

- Federal 108 LED rubber shock resistant clearance lights and reflectors.
- Oval 60 series lights, configuration top to bottom installed in a stainless-steel wedge-shaped light box 4-hole enclosures out board the corner post.
 - LED Strobe - Sound Off #ENFS000MX-P amber/green.
 - LED stop/tail/turn - Maxxima M63322RDF.
 - LED Back-up lights - Maxxima #M63324-ADF, total of (4), two per side, one set is back-up, and the other set is on a switch wired to work lights.
- All wiring has heat shrink connectors run in loom and are terminated in a junction box.
- Betts 18-pin Dri-Seal #35104 junction box with waterproof choke seal installed on left rear outside of the dump body.

I. FRONT STROBE & WORK LIGHTS

- Front Strobes
 - Sound Off model ELB45BCHOPC amber/green LED, installed at center, forward, and above the tarp wind deflector. Includes SS bracket and lens guard.
- Work Lights
 - (4) Work lights, Maxxima model MWL-29
 - (1) Each side to shine on the underbody scraper.
 - (1) Left rear bottom of dump body corner post to shine on spinner discharge.
 - (1) Right rear bottom of dump body.

J. HYDRAULIC SYSTEM

- Front mounted load sense piston pump, crank shaft driven, hydraulic system to operate a double acting front plow hoist up and down, scraper up and down, scraper reverse and double acting dump body hoist, sander, conveyor chain and spinner
- System consists of a 1300 Series Spicer driveshaft, Oil Gear model FASD45 6.0 cubic inch per rev. piston pump.
- Rexroth, model M4-12 LS, 6-bank valve, 4 air shift – 2 electronic.

- Plow 13 GPM, scraper, scraper reverse 19 GPM each. 1-bank 25 GPM with port relief to operate dump body hoist circuit. Valve has LS feature on scraper and box down circuits.
- 2-bank electronic, conveyor chain 16 GPM single acting, spinner 7 GPM single acting.
- Valve to be installed in combo tank enclosure.
- Electronic valves, 2-bank – auger and spinner shall be controlled by Bosch CS620.
 - 2 Proportional PWM outputs. (conveyor, cross auger and spinner)
 - Full transient suppression on all outputs.
 - Parameter based programming.
 - Programming key to protect calibration valves.
 - 9 Spinner and 9 conveyor settings.
 - Material calibration for open and closed loop operation.
 - Pause and blast integrated into the selector dials.
 - Pause and blast indicators.
 - Remote pause and blast actuation.
 - Remotely located valve driver and microcontroller for compact installation.
- Plow/scraper/scraper reverse are self-centering type controls, dump body control to include a lockout feature; controls are air proportional, configured for maximum clearance between handles by using 35/45/55-degree offsets, mounted on a custom built pedestal between the seats.
- Hoses, fittings, and adaptors: All hoses have crimp type fittings with swivels each end and abrasive resistant sleeve covering in high wear areas. All clamps are lined with abrasive resistant sleeve covering. Routing of pressure hoses are on the left side of engine to stay away from turbo heat, using proper stainless steel extension hangers, and to leave room for service of engine filters.
- 304 stainless steel piping to the rear for conveyor, spinner, and return lines.
- To include (2) sets of ½” and (1) set of ¾” stainless steel quick couplers with caps and plugs.
- Strainer and filter: Suction strainer is Zinga in tank model 2030-3, return filter is top of tank model RF1215-S-MP-1; filter with drop tube and RE-409-10 micron element.
- Hydraulic System filled with AW32 oil, pressures set, and system tested.

K. REAR HITCH SYSTEM

- ¾” Thick full reinforced plate, BP100A 6,000 LB vertical and 30,000 LB gross trailer weight, swivel design, safety chain loops, electronic brake controller, all wired to 7-prong RV type truck half of plug.
- 29” hitch height.

L. VOYAGER CAMERA SYSTEM

- VOM719WP: 7" LCD color monitor, waterproof, 4 camera inputs, single/split/quad view modes, built-in speaker.
- Camera wash with small black NEMA box assembly with banjo remote fill option, includes (30 ft.) tubing kit.
- Stainless steel camera box with 6" adjustable mount.
- Voyager camera, CMOS block style, black.
- Double knuckle monitor mount.
- Loomed 34 ft. cable.
- Installation: Install monitor in cab, NEMA camera wash box to exhaust brace (special custom bracket), run wiring harness and air line in PVC to the rear, make bracket mount SS box and camera, get power off accessory side of ignition switch, make special bracket to install monitor in cab.

M. CHASSIS IN FRAME SPRAY BAR SYSTEM:

- Consisting of one 1¼" schedule 80 PVC main run, with approximately twelve (12) nozzles, adjustable style. Clamped in place using stainless steel hardware. To include cam lock and necessary fittings for complete installation.

N. WARRANTIES & MANUALS:

- Dump box and hoist to have a 5-year warranty; 3 years full and the remaining 2 years to be 50/50 parts and labor plan. All equipment and hydraulic system includes a 1-year factory approved warranty covering all defects in material and workmanship.
- Includes one set of manufacturer's manuals for operation, maintenance, and parts for all auxiliary equipment installed.

Price for Above Equipment: \$139,471.00 Each

FOB: Boyne Falls

Prices are valid through: 8/1/24

NOTES:

City of Charlevoix would be invited to the installation shop to go over all phases of placement and installation of equipment and hydraulics and provide hands-on training for the service personnel and operators at time of pick up.

Accepted by: _____

Date: _____

Submitted by: Butch Cone and Jason Johnson

For Truck and Trailer Specialties of Boyne Falls, Inc.

Charlevoix City Council

Public Hearings and Actions Requiring Public Hearings

Title: Public Hearing: Pinebridge Place PILOT & Development Agreement

Date: July 15, 2024

Presented By: Mark Heydlauff, City Manager
Jane MacKenzie

Background:

1522 Bridge Street is a parcel the city acquired more than 20 years ago during the reorientation of the intersection of Marion Center, US 31, and M-66. It is vacant and across US 31 from the entrance to the airport adjacent to the former motel now used for housing by Bay Harbor.

As outlined in the attachment, Jane MacKenzie of Northern Homes Community Development Corporation has obtained \$600,000 from the Michigan State Housing Development Authority to cover part of the cost of a 6-unit development on this site. Housing would be restricted to those earning up to 120% of the area median income.

Attached for the City Council's consideration is a PILOT Ordinance for Northern Homes Community Development Corporation (NHCD). This ordinance is based on a model ordinance from the Michigan State Housing Development Authority (MSHDA) and NHCD. It contains the necessary provisions to implement the newly amended law under the Michigan State Housing Development Authority Act (Act 346 of 1966) that allows the City to approve PILOT projects without the requirement that they are awarded MSHDA funding.

To accomplish this development, Northern Homes seeks the sale of the property to them for \$1 and the adoption of a Payment in Lieu of Tax Ordinance to aid in the affordability of the project for tenants. Even with the PILOT, the property would become a net revenue generator for the City since we currently receive no tax revenue and utility revenue. We also pay to maintain it. The PILOT is projected to generate about \$3,000 upon inception. We currently have three other PILOTs for housing: Lake Harbor Apartments on Petoskey Avenue; LeDay on May Street; and, Charlevoix Housing Commission on Garfield Street.

A purchase agreement for the property is included and, dependent on successful approval of the project by HUD and MSHDA, the quit claim deed would be executed to actually transfer the property at a later date. A conditional purchase agreement is a requirement for final funding from MSHDA.

Once the agreement is finalized, the project will also go through the normal site plan review process with the Planning Commission but you will find current conceptual designs for the project included in the attachments.

Recommendation:

Motion to approve the purchase agreement and quit claim deed for the sale of 1522 Bridge Street to Pinebridge Place/Northern Homes Community Development Corporation for the sum of \$1 dependent on the conditions of financing included in the project.

Motion to approve ordinance 851 of 2024 a Payment in Lieu of Tax Ordinance for Pinebridge Place.

Attachments:

1. City Council Letter and plans
2. 851 of 2024 PILOT 1522 Bridge Street
3. Purchase Agreement



1048 E Main Street, PO Box 86, Boyne City, MI. 49712 (231)582-6244

June 6, 2024

Mayor Gennett and Council Members
210 State Street
Charlevoix MI, 49720

RE: Pinebridge Place Townhomes at 1522 Bridge Street, Charlevoix.

Dear Mayor Gennett and Council Members,

Northern Homes Community Development Corporation is proposing to build a 6 unit apartment complex at 1522 Bridge Street. We are requesting the Charlevoix City Council approve the sale of the City owned property and a Payment In Lieu of Taxes (PILOT) Ordinance.

Background Information:

Pinebridge Place Townhomes

The proposed project has two buildings with three units in each building, a total of 6 units. When we designed the layout of this project, and the exterior of the buildings, we took into consideration the location of the property along one of the main highway entrances into Charlevoix. The triplex buildings have a cottage appearance with front porches facing Marion Center Road and Bridge Street. The parking lot is hidden from view behind the buildings.

Each unit has two bedrooms and two full bathrooms. One of the bathrooms is fully handicap accessible. The apartments are designed to be attractive to families, roommates, senior citizens and disabled households. Each unit will have their own washer and dryer. Each unit will also have their own exterior storage room for additional storage space.

The site plan has been reviewed by City staff. We will submit for Planning Commission review after receiving approval of our requests for the purchase of the property and the PILOT.

SHRP Grant from MSHDA

In 2022 the Michigan State Housing Development Authority (MSHDA) released a funding opportunity called the Small Scale Housing Rental (SHRP) Pilot Program. This was one of MSHDA's few programs that allows owners to rent apartments to households earning up to 120% of the area median income. Northern Homes was aware that the City of Charlevoix was interested in seeing housing developed at 1522 Bridge Street. We submitted an application for this site and we were awarded \$600,000 for 6 apartments. Since that time we have been working

on developing floorplans and site plans, completing the federal environmental review process and looking for additional sources of funding to close the funding gap.

To meet funding requirements, Northern Homes CDC will create a subsidiary, *Pinebridge Place Nonprofit Housing Corporation*, to own the apartment complex. Northern Homes CDC will manage the project. We currently own and manage 8 apartment projects throughout northern Michigan with a total of 172 units.

Northern Homes Community Development Corporation

Northern Homes is a 501(c)(3), private nonprofit corporation. We were incorporated in 1998 and serve a 6-county area in northern Michigan. Our mission is to create and preserve quality affordable housing opportunities for northern Michigan residents through education, development and partnering with local communities. Our three main programs are single-family development, apartment development and homebuyer education.

Requested Action:

1) Approval of the Sale 1522 Bridge Street

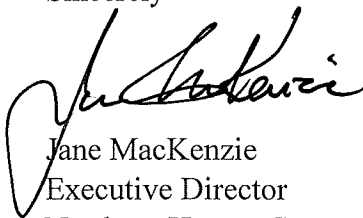
Northern Homes is requesting to purchase the property at 1522 Bridge Street for \$1.00.

2) Approval of a Payment in Lieu of Taxes (PILOT).

A PILOT is an ordinance adopted by the City that allows the property owner to pay a service fee based on the amount of rent collected. Since the property will be restricted and not able to charge market rate rents and the resident's initial income will also be restricted, the PILOT payments are based on rent collected, not property value. The reduction in taxes allows the project to support a larger mortgage, to help close the funding gap. We are requesting a 30 year PILOT to pay 3% of the rent collected, minus project paid utilities. As City-owned property, it is currently paying no taxes. We estimate our first year PILOT payment will be approximately \$3,000.

Thank you for your thoughtful consideration of this project.

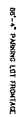
Sincerely



Jane MacKenzie
Executive Director
Northern Homes Community Development Corporation

222

NO SCALE



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TYP. UNL AREA: 910 GROSS SQ.F.

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20" PLASTIC SSIV INV = 631.78

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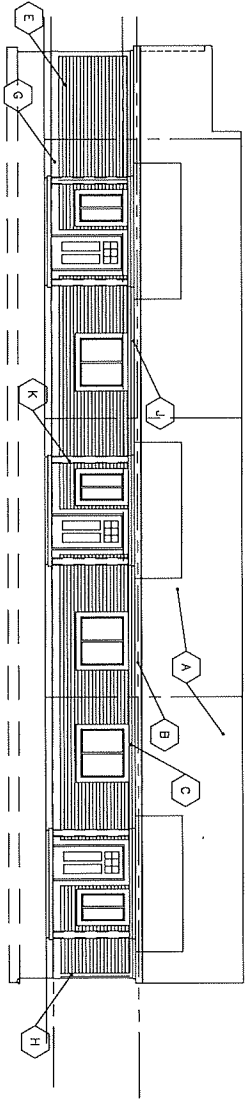
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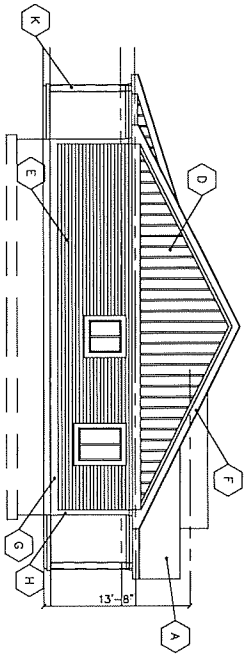
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P.O. Box 58
Tombstown, NJ 08778
201.487.9280
Email: dtosch@progressive.com
Web: www.progressive.com

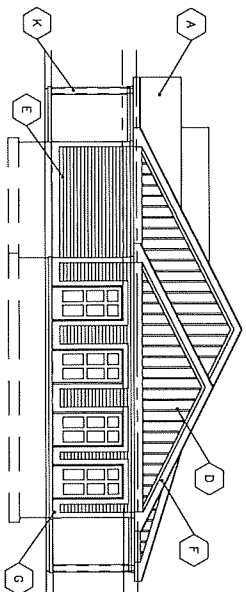
Issued For:
REVIEW
03.24.24
REVISED / REVIEW
04.12.24



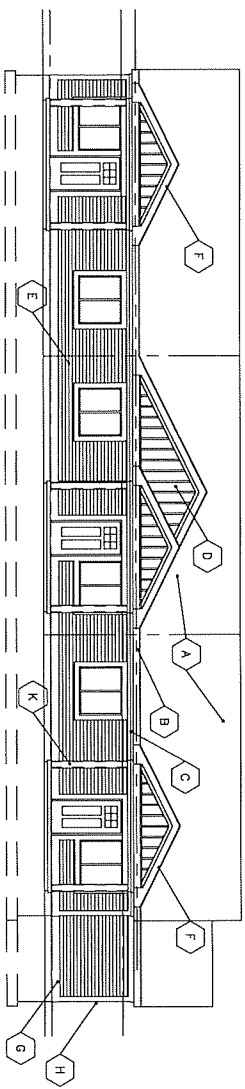
Preliminary Rear / Parking Lot Elevation
SCALE: 3/16" = 1'-0"



Preliminary Left Side Elevation
SCALE: 3/16" = 1'-0"



Preliminary Right Side Elevation
SCALE: 3/16" = 1'-0"

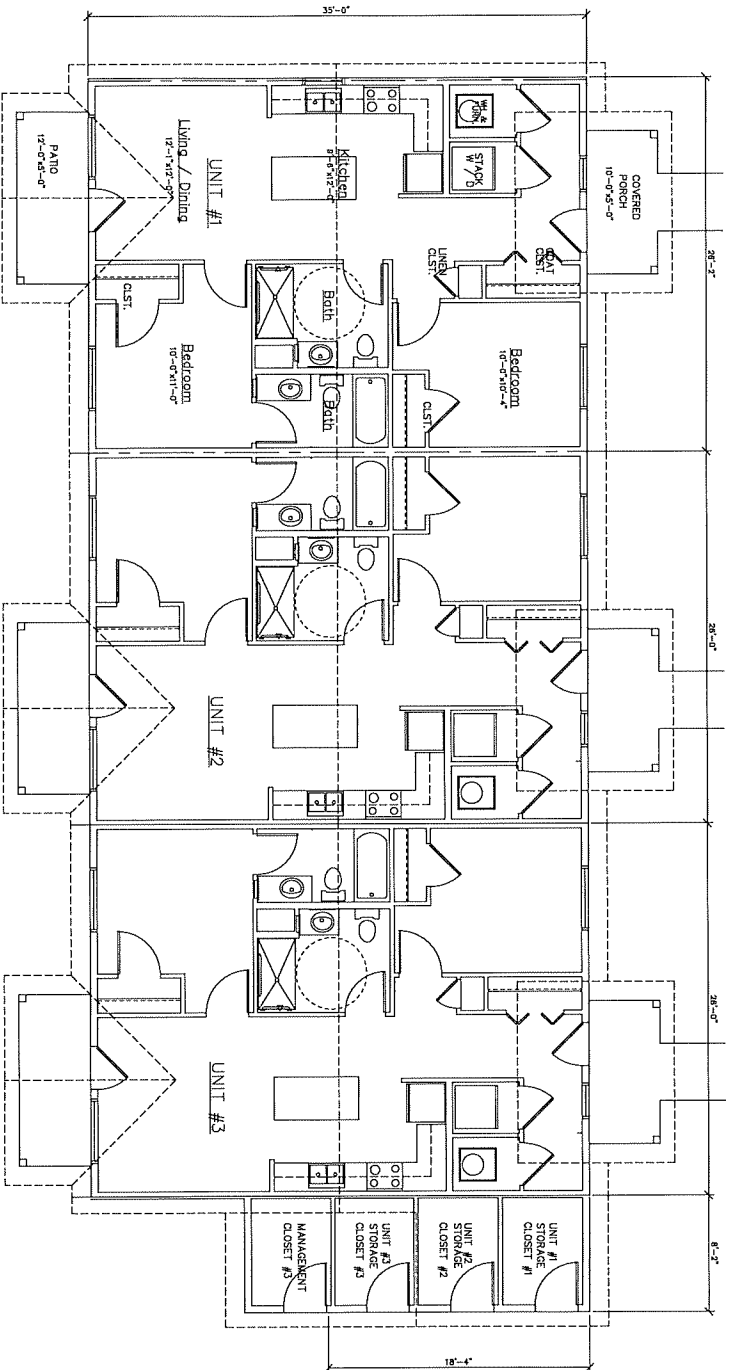


Preliminary Front / Road Elevation
SCALE: 3/16" = 1'-0"

- MATERIAL LEGEND
- A ASPHALT SHINGLES
 - B MET. DRIP EDGE ON ALUM. CLAD 1x8 FASCIA BD.
 - C ALUM. CLAD 1x4 OVER 1x8 FRIEZE BD.
 - D VINYL BOARD & BATTEN SIDING
 - E VINYL HORIZ. SIDING
 - F MET. DRIP EDGE ON ALUM. CLAD 1x8 RAKE BD.
 - G ALUM. CLAD 1x10 SKIRT BD.
 - H ALUM. CLAD 1x6 TRIM BD.
 - J CONT. SOFT VENT PROVIDING MIN. 12.5 SQ. IN. FREE AREA PER L.F.
 - K 10"x10" BOXED WOOD COLUMN

Developer:	Northern Homes C.D.C.
Project:	Pinebridge Place Townhomes
CHARLEVONX, MICHIGAN	
Sheet Title:	Building Elevations
Project Number:	24-105
Drawn by:	GT
Checked by:	DT
Date:	03.24.24
Sheet Number:	A2

Issued For:	
REVIEW	01.24.24
REVIEWED / REVIEW	02.22.24
REVIEWED / RENEW	04.12.24



TYPICAL (2) BDRM / (2) BATH
UNIT FLOOR PLAN
TYP. UNIT AREA: 710 GROSS SQ.FT.

Project:	Pine Ridge Place Townhomes
Sheet Title:	CHARLEVON, MICHIGAN
Unit:	
Floor:	
Plan:	
Project Number:	24-105
Drawn:	GA
Checked:	GA
Date:	01.24.24
Sheet Number:	A1

**CITY OF CHARLEVOIX
ORDINANCE NO. 851**

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED WITH A FEDERALLY AIDED MORTGAGE LOAN PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, ET SEQ) (THE "ACT").

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Charlevoix Tax Exemption Ordinance-Pinebridge Place Townhomes."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Charlevoix (the "City") is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low-income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that Northern Homes Community Development Corporation and Pinebridge Place Nonprofit Housing Corporation, (the Sponsor) has offered, subject to receipt of an allocation under the SHRP Pilot Program by the Michigan State Housing Development Authority, to construct, own and operate a housing project identified as Pinebridge Place Townhomes on certain property located at 1522 Bridge Street in the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all ad valorem property taxes.

SECTION 3. Definitions.

A. Authority means the Michigan State Housing Development Authority.

B. Annual Shelter Rent means the total collections during a calendar year from or

paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.

C. SHRP Pilot Program means the MSHDA Small-Scale Housing Rental Pilot program administered by the Authority utilizing the Neighborhood Stabilization Program-Program Income.

D. Low Income Persons and Families means persons and families with incomes less than 120% of the Area Median Income for Charlevoix County, based on family size, as established by the U.S. Department of Housing and Urban Development.

E. Mortgage Loan means a loan that is Federally Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.

F. Sponsor means any entity that receives or assumes a Mortgage Loan.

G. Utilities means charges for gas, electric, water, garbage removal, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that Pinebridge Place Townhomes is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as Pinebridge Place Townhomes and the property on which it will be located shall be exempt from all ad valorem property taxes from and after the commencement of construction. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 3% of the Annual Shelter Rents actually collected by the housing project during each operating year.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt, but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before May 1st of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate until after the period ending December 31, 2055. The housing project shall remain subject to income and rent restrictions under the SHRP Pilot Program throughout the duration of this ordinance.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

SECTION 12. 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 13. Effective Date

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

Ordinance No. 851 was adopted on the 15th day of July 2024 A.D., by the Charlevoix City Council as follows:
Motion by seconded by to approve Ordinance Amendment 851 of 2024 as presented.

Yeas:

Nays:

Absent:

State of Michigan } §

City of Charlevoix

Sarah J. Dvoracek

Clerk

Lyle Gennett

Mayor

REAL ESTATE SALES AGREEMENT

1. **Offer.** The undersigned, NORTHERN HOMES COMMUNITY DEVELOPMENT CORPORATION, INC., a Michigan nonprofit corporation (the "**Purchaser**"), offers and agrees to purchase from the City of Charlevoix, a Michigan municipal corporation ("the Seller"), the following real property located in City of Charlevoix, Charlevoix County, Michigan:

Beginning at the Northwesterly line of Marion Center Road (also known as Stover Road and County Road) with the East and Wester quarter line of Section 34, T34N, R8W; thence North 41°52'E along said road line 214.07 feet to an iron stake; thence North 50°14' West 252.8 feet to an iron stake on the Southeasterly line of Highway US 31; thence Southwesterly along said highway 209.4 feet, more or less, to a point on quarter line 986.8 feet West of East quarter corner of said section; thence South 222.5 feet to said quarter line; thence East on said quarter line (center of Stover Road) 235.49 feet to the point of beginning; being part of the Northeast quarter of Section 34, T34N, R8W.

SUBJECT TO: RD R/W AL 1/4 LIEX: COM AT E1/4 COR SEC 34 T34N R8W TH N89DEG17'14"W AL E&W 1/4 LI 737FT TH N 0DEG00'00"E 115.83FT TO INTER OF NLY LI OF STOVER RD & ELY LI OF MARION CENTER RD SD INTER BEING POB OF THIS DESC TH NWLY AL 471.07FT RAD CURV TO LFT 214.86FT (LONG CHD BEARS N15DEG53'31"W 213.01FT TH S49DEG24'52"E 247.58FT TH SWLY AL 196.66FT CURV TO RT DIST OF 139.72FT (LONG CHD BEARS S71DEG07'47"W 136.80FT TO POB BEING PT OF SE1/4 OF NE1/4 SEC 34 -34-8

commonly known as 1522 Bridge Street, - Charlevoix, Michigan, Charlevoix County Tax Parcel #052-234-033-10, together with all easements, rights-of-way, tenements, hereditaments, appurtenances, licenses and privileges thereto belonging or appertaining, and all air, subsurface and mineral rights relating to the Land (the "**Property**"), for the sum of **One Dollar (\$ 1.00)**, ~~Subject-only~~ to recorded easements and restrictions and reservations of record, if any, that are accepted by Purchaser prior to closing.

2. **Payment of Purchase Price; Warranty Deed.** At closing, the Purchaser shall pay to Seller, by certified or bank check or by wire transfer, the full purchase price for the Property, plus closing adjustments as herein provided, and Seller shall execute and deliver to the Purchaser ait's warranty quit claim deed conveying title in the condition required herein.

3. **Title.** Seller shall deliver to Purchaser as soon as possible after acceptance hereof, a commitment for a title insurance policy issued by a reputable title insurance company in an amount not less than the purchase price, certified to a date later than the acceptance hereof by Seller. Purchaser shall reimburse the Seller~~Seller shall pay~~ the cost of the premium for the policy to be issued pursuant to such commitment as part of the closing cost on or before the closing date. If written objection to the title is made on the basis that title is not marketable, Seller shall have thirty (30) days from the date Seller is notified, in writing, of the particular defects claimed in which to remedy the defects. If Seller fails to remedy the defects within such thirty (30) days, Purchaser may waive said title defects and close subject to same and the parties will proceed to closing in accordance with the terms of this Agreement with Purchaser being deemed to have purchased the Property in an "AS IS" condition, using sale proceeds at closing, if practicable, to cure any such defect(s). However, if Purchaser does not so waive such defect(s), ~~the deposit shall be refunded to it and this Agreement shall be deemed terminated and of no further force or effect.~~

4. **Closing.** If this offer is accepted by Purchaser and if Seller can convey title as agreed to, Purchaser agrees to complete the sale within 30 days after the expiration of the contingency periods provided for in Sections -6 and 7 of this Agreement, as the same may be extended by the parties, but only after satisfaction or waiver by Purchaser of all conditions precedent. The closing shall take place at a mutually agreeable location. Time is of the essence of this Agreement. At closing, the Purchaser shall pay the

recording fees for the ~~warranty deed, the title insurance premium due for the Purchaser's owner's policy and all other closing costs, and Seller shall pay the state and county real estate transfer taxes, and any other document preparation fees, closing fees and other usual and customary costs of closing, the title insurance premium due for the Purchaser's owner's policy and all other closing expenses.~~ The parties shall make the adjustments for prorations as provided in this Agreement.

5. Representations and Warranties of Seller. Seller represents and warrants to Purchaser, as of the date of this Agreement and as of the closing date, that:

~~(a) To the best of Seller's knowledge, there has never been any underground or above-ground storage tank or tanks located in, on, or in the vicinity of the Property. Seller has no knowledge of the presence of any hazardous materials in, on, or in the vicinity of the Property or any prior release of hazardous materials.~~

~~(ab)~~ Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986 and regulations promulgated thereunder, and, if requested, Seller will furnish to Purchaser, at closing, an appropriate affidavit to this effect.

~~(b) All of the parties acknowledge that Seller is selling the Property in "AS IS" condition. Seller makes no warranties of any kind with respect to the property.~~

6. Purchaser's Funding Contingency. This Purchaser's obligation to purchase the Property is contingent upon Purchaser's ability to arrange financing for the construction of a new house thereon from the Michigan State Housing Development Authority ("MSHDA") under its CDBG Fund Grant Program, or under other programs or funding sources of Purchaser's choosing. If, after making reasonable efforts, Purchaser fails or is unable to obtain such funding, Purchaser shall have the right at any time within six (6) months of the date of this Agreement, at Purchaser's sole option, to extend this Agreement for an additional six (6) months or terminate this Agreement. ~~In the latter case, Seller forthwith shall pay to the Purchaser the entire earnest money deposit provided for herein and this Agreement thereafter shall be and become null and void and of no further force of effect.~~ If Purchaser wishes to terminate this Agreement or extend it for an additional six (6) months, Purchaser shall provide Seller with written notice of its inability to obtain financing or its desire to extend the Agreement, respectively, within six (6) months of the date of this Agreement.

7. Purchaser's Inspection Contingency. From and after the date hereof, Purchaser shall have the right to make or cause to be made such surveys, percolation tests, soil test borings, environmental investigations and studies and other investigations, applications and/or petitions as it deems advisable in order to (a) ascertain the physical condition of the Property, (b) assure itself that it will be able to procure zoning, building and health department permits as well as any other state, county or municipal approvals that the Purchaser deems necessary; and (c) assure itself of the suitability of the Property for its intended use of the Property as a residence and for rehabilitation of said residence. ~~Seller agrees to cooperate fully with Purchaser, but all such activity shall be undertaken at the sole cost of Purchaser. The Purchaser shall restore the Property to the condition it was in prior to the making of such tests, studies and investigations at its sole expense in the event that the closing of this purchase and sale is not consummated for any reason other than a default by Seller. If, within six (6) months after the date of this Agreement, the Purchaser, in its sole discretion, is not satisfied with the physical condition of the Property or title thereto, or the environmental condition of the Property or ascertains suitable zoning or building permits are not likely to be obtainable, then it may extend this Agreement for an additional six (6) months or terminate this Agreement upon written notice of such extension or termination given to Seller during such 6-month period. In the latter case, Seller forthwith shall pay to Purchaser the entire earnest money deposit provided for herein and this Agreement thereafter shall be and become null and void and of no further force or effect.~~ If Purchaser, at its sole option, elects to extend this Agreement for an additional six (6) months after the expiration of the initial 6-month period, and at the expiration of the extended period is unsatisfied with the physical condition of the Property or title thereto, or the environmental condition of the Property or ascertains suitable zoning or building permits are not likely to be obtainable, then it may terminate this Agreement upon written notice of such termination given to Sellers during such extended 6-month period and ~~Seller forthwith shall pay to Purchaser the entire earnest money deposit provided for herein and this Agreement thereafter shall be and become null and void and of no further force or effect.~~ If the purchaser fails to extend this Agreement for an additional six (6) months after the initial 6-month period, fails to terminate the Agreement before the expiration of the initial six (6) months inspection period, or after providing notice to extend the inspection period fails to terminate the Agreement before the

expiration of the additional inspection period, the inspection contingency will be deemed to be waived by Purchaser and the parties will proceed to closing in accordance with the terms of this Agreement and Purchaser will be deemed to have purchased the Property in an "AS IS" condition.

8. **Purchaser's Project Contingency.** Further subject to the Purchaser commencing the proposed housing project by October 1, 2025. Said housing project being the proposed project presented to the Charlevoix City Council Members on June 6, 2024. Commencement shall mean the property is prepared for construction and the foundations of the homes are substantially complete. If the Purchaser has failed to commence construction on the project by that date, title to the property and any improvements on the Property shall revert back to the Seller. In its sole discretion, the Seller may extend the deadline or waive its reversionary rights in writing if it determines that it is in the Seller's best interest to allow the Purchaser to finalize the project.

89. Possession. Seller shall deliver possession of the Property to Purchaser at closing.

109. Taxes; Assessments and Association Dues; Prorations. Seller shall pay all real estate taxes with respect to the Property which shall first have become due and payable prior to the closing date. All real estate taxes with respect to the Property which shall first become due and payable on or after the closing date shall be Purchaser's responsibility. Real estate taxes paid or to be paid in the year of closing shall be prorated as of the date of closing using the calendar-year method. Under the calendar-year method, any real estate tax bill which first becomes due and payable during a calendar year is deemed to be related to that entire calendar year. Seller's share of any real estate tax bills first becoming due and payable during the calendar year of closing shall be determined by multiplying the aggregate amount of all such bills by a fraction, the numerator of which shall be the number of days from January 1 to, but not including, the closing date and the denominator of which shall be 365. Purchaser's share shall be the aggregate amount of all such bills less Seller's share. If the exact amount of any real estate taxes is not known on the date of closing, the proration shall be based on the last bill received, without subsequent adjustment. Seller shall pay all special assessments, if any, levied prior to the closing date, regardless of whether or not payable in installments.

110. Purchaser's Remedies Upon Default. If Purchaser discovers prior to the closing date that any representation or warranty of Seller contained in this Agreement is false or if Seller fails to keep or perform any covenant, agreement or obligation to be kept or performed by Seller under this Agreement, Purchaser may terminate this Agreement and recover damages or enforce specific performance of this Agreement, in addition to any other remedy available to Purchaser at law or in equity, including but not limited to specific performance of this Agreement. In the event this Agreement is terminated by Purchaser pursuant to this paragraph, in addition to Purchaser's other rights and remedies at law or in equity, however, Purchaser shall not be entitled to attorney fees. the earnest money deposit shall be immediately returned to Purchaser.

~~**121. Seller's Remedy upon Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated solely because of Purchaser's default, the earnest money deposit shall be paid to Seller as full liquidated damages for such default by Purchaser, and not as a penalty, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to retain such sum as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) institute action against Purchaser for specific performance of this Agreement or for claimed actual damages in excess of such sum. In the event of default by the Purchaser, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder.~~

~~**12. Brokers.** Seller shall be responsible for any real estate or brokers' commission in connection with this transaction.~~

134. Binding Effect. This Agreement shall bind the parties and their respective successors and assigns.

145. Additional Documents. Each party agrees to execute any additional documents reasonably requested by the other party to carry out the intent of this Agreement.

165. Notices. Notices shall be deemed as given upon personal delivery to Purchaser or Seller, as the case may be, or upon mailing by certified mail, postage prepaid, or a nationally recognized overnight delivery service, sent to the following address:

If to Seller:
City of Charlevoix
210 State Street
Charlevoix, MI 49720
Attn: Mark Heydlauff
City Manager

If to Purchaser:
Northern Homes Community
Development Corp., Inc.
1048 E. Main Street
P.O. Box 86
Boyne City, Michigan 49712
Attn: Ms. Jane MacKenzie
Executive Director

176. Date of this Agreement. For the purposes of the transaction contemplated by this Agreement, the date of this Agreement is the Date of Acceptance of Seller set forth below. Upon her execution of this Agreement Seller shall insert the date of such execution opposite its signature block and in the first paragraph of this Agreement.

178. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

189. Saturdays, Sundays and Holidays. Time is of the essence of this Agreement and the performance of all covenants, agreements and obligations hereunder. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or holiday the date for the notice of performance or payment shall be the next following business day.

2049. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.

210. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

224. Integration. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the sale and purchase of the Property, and it is agreed that any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both Purchaser and Seller.

232. Survival. This Agreement shall not be merged into any instruments or documents executed and delivered at the closing but shall survive the closing and the representations and warranties and covenants made herein shall remain in full force and effect.

243. Offer. This Agreement shall constitute an offer by Purchaser to Seller open for acceptance by Seller until 5:00 p.m. on that date which is seven (7) calendar days after the date of this offer set forth below, by which time two unaltered counterparts of the Agreement, duly executed by Seller, must have been actually received by Purchaser. If such written acceptance is not so received, then, unless the period for acceptance is extended by Purchaser, this Agreement and such offer shall be deemed withdrawn and of no further force and effect.

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

26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when taken together, shall constitute one and the same Agreement.

27. **Amendments.** No modification, change or amendment to this Agreement shall be valid or binding upon or enforceable against the parties unless in writing, dated and executed by all parties to this Agreement.

"Purchaser"

NORTHERN HOMES COMMUNITY
DEVELOPMENT CORPORATION, INC., a
Michigan nonprofit corporation,

Date of Offer: July 15, 2024

By: _____
Jane MacKenzie

Its: Executive Director

SELLER'S ACCEPTANCE

The above offer is accepted on the terms and conditions set forth above and Seller hereby acknowledges receipt the amount of One Dollar (\$1.00), constituting Purchaser's earnest money deposit under the Agreement, to be applied to the purchase price at closing or, if there is no closing, then to be paid or returned as provided in this Agreement.

"Seller"
City of Charlevoix

Date of Acceptance: _____, 2024

Mark Heydlauff, City Manager

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Charlevoix City Council

All Other Actions and Requests

Title: Fire Protection Renewal Agreement

Date: July 15, 2024

Presented By: Mark Heydlauff, City Manager

Background:

We've had a very successful agreement with Charlevoix Township since 2017 to provide fire protection services for the City. This is a renewal agreement for the next two years and is retroactive to July 1, 2024. It includes a roughly 4.5% rate increase from our current cost of just under \$150,000 per year. Our agreement with the township also requires our continued maintenance of a ladder truck for the use of the fire department. As you know, we are currently working to secure funding options for a new vehicle which would be a dual use truck for other firefighting needs.

Recommendation:

Motion to approve the Fire Services Agreement with Charlevoix Township and authorize the City Manager and City Clerk to sign the agreement.

Attachments:

1. Agreement for Fire Protection 2024-2026
2. Calculation of Fire Services Cost, 2024-26

CITY OF CHARLEVOIX AGREEMENT FOR FIRE PROTECTION

THIS AGREEMENT is effective as of July 1, 2024, by and between the Township of Charlevoix, a Municipal Corporation of the County of Charlevoix, State of Michigan, hereinafter referred to as the “Provider”, and the City of Charlevoix, a Municipal Corporation of the County of Charlevoix, State of Michigan, hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, the Provider maintains an organized and equipped Fire Department and the City desires to have the services of the Provider’s Fire Department; and

WHEREAS, the Provider is willing to cooperate with the City in providing said fire services in consideration for City’s contributing to the expense of equipping and maintaining the Fire Department;

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Provider agrees to furnish the City and its residents fire fighting services, utilizing the Provider’s firemen and fire fighting apparatus and equipment owned and operated by said Provider, as the Fire Chief of said Provider shall determine on an “as available” basis. The Fire Chief of the Provider shall determine the number of firemen and the type of equipment which is reasonably necessary to respond to a particular fire or other emergency. The Provider agrees to provide a fire truck and operator to assist in testing and evaluating the City’s fire protection water supply systems. Testing shall be done twice a year and should normally be done in April and October of each year. The specific time and date for the testing and evaluating will be mutually agreed to between the parties when each testing period comes due.
2. The fire services described hereunder shall begin at 12:00 a.m. on July 1, 2024 and shall continue for two (2) year(s) thereafter terminating at 11:59 p.m. June 30, 2026. Either party shall have the right to terminate the Agreement only after a substantial breach constituting good cause for termination and only after providing a written notice of intent

to terminate to the other party which shall include a thirty (30) day opportunity to cure any such default or breach.

3. For each one (1) year period of time during which this Agreement shall be in effect, said City agrees to pay to the Provider as follows:

July 1, 2024 – June 30, 2025 \$149,900.00

July 1, 2025 – June 30, 2026 \$155,500.00

The contract price shall be due on July 1st of each year and shall be paid as follows;

- ☐ ___ In annual payments of the entire amount due by July 1st of each year
- ☐ ___ In semi-annual payments equal to one-half of the yearly amount due on July 1st and on January 1st of each year
- ☐ ___ In quarterly payments equal to one-quarter of the yearly amount due on each July 1st, October 1st, January 1st and April 1st of each year

The contract price shall not be increased except by the agreement in writing of both parties.

4. It is hereby expressly agreed that the Provider, in extending the services of its Fire Department to the City, as herein set forth, is doing so exclusively for the purpose of cooperating with and assisting the City in the City's carrying out of a governmental function. In doing so, the Provider, its agents, and employees in discharging any duty of service as prescribed hereunder shall be construed as engaged in a governmental function of the City and in so doing shall not be construed as being engaged in a propriety endeavor.
5. Any such fire protection service provided hereunder, is subject to prior calls involving property located within the Provider's fire district. The Provider may elect not to respond to a request for fire protection services in the City only if in the judgment of the officer in charge of the Provider's Fire Department a response to a request for fire protection services in the City would immediately jeopardize the Provider's ability to respond to an existing, on-going fire or similar emergency in the Provider's own jurisdiction. However, under such circumstances the Provider shall immediately summon a mutual aid fire company to the City. When a mutual aid fire company is called, the Provider shall not be responsible for any loss or claim which may result from failure to respond promptly to any call for fire protection or service from the City.

6. The Provider agrees to indemnify and hold City harmless from all damages, claims, demands, costs, or expenses which the City or other parties sustain or may be subject to as a result of any act or omission (regardless of whether such act or omission is by negligence, gross negligence, or intentional) on the part of Provider or Provider's employees, agents, or representatives, in connection with the services provided pursuant to this Agreement.
7. The City agrees to indemnify and hold Provider harmless from all damages, claims, demands, costs, or expenses which the Provider or other parties sustain or may be subject to as a result of any act or omission (regardless of whether such act or omission is by negligence, gross negligence, or intentional) on the part of City or City's employees, agents, or representatives, in connection with the services provided pursuant to this Agreement.
8. The fire protection services to be provided under this Agreement are not limited merely to fighting fires but include any emergency situation to which the Provider's Fire Department is authorized by law to respond in its own jurisdiction. This includes, by way of example and not limitation, responding to spills of toxic or hazardous substances, rescue runs, etc. Reference in this Agreement merely to fire calls, responding to a fire or similar terminology shall be broadly construed as to be consistent with this provision. The Provider reserves the right to refuse to perform or provide services which it, in Provider's sole discretion, is not equipped, trained or otherwise capable of providing or which it is legally not authorized to provide.
9. The individuals signing this Agreement on behalf of their municipality expressly state that they have been authorized by appropriate resolution of their municipality's governing body to execute this Agreement.
10. The City agrees that it will, at its sole expense, make available for use by Provider certain vehicles, equipment and facilities used for firefighting and for training. The vehicles and equipment are itemized in the attached List of Equipment. Equipment owned by the City and designated for use by the Provider, including the aerial ladder truck, shall be stored in a manner and at a location at the sole discretion of the Chief so as to ensure responsiveness to emergencies. The City agrees that the existing City Fire garage shall be made available for use by Provider as a sub-station for the storage of vehicles and

equipment and for training purposes. Notwithstanding the above, City shall remain responsible for providing necessary inspections, maintenance, repair and replacement if necessary of the City's vehicles and equipment which are available for Provider's use. City shall furnish records of completion of inspections, maintenance and repair to Provider. City shall maintain insurance coverage on City-owned vehicles and equipment which is available for use by Provider and shall furnish Provider satisfactory proof of insurance showing that Provider and its firefighters are named as additional insureds under the terms of all such policies.

**CITY OF CHARLEVOIX
(City)**

Dated: _____

By: _____
Mark Heydlauff
Its: City Manager

By: _____
Sarah Dvoracek
Its: Clerk

**CHARLEVOIX TOWNSHIP
(Provider)**

Dated: _____

By: _____
Daniel Ulrich
Its: Supervisor

By: _____
Patricia Greensky
Its: Clerk

Charlevoix Township Fire Department

Calculation of 2024-26 Fire Protection Services Cost

Last edit: 05/29/2024

Charlevoix Township Fire Fund Expense Summary

Fiscal Year:	2022-23	2023-24
Employee Wages, Taxes and Adjustments:	\$138,178	\$128,377
Employer Taxes and Contributions:	\$57,330	\$45,428
General (Vendor) Operating Expenses:	\$108,180	\$158,232
Totals:	\$303,688	\$332,037

Average Operating Expense, 2022-24:	\$317,900
Annual Inflation Adjustment (Operating Expense only) @ 5.0% :	\$15,900
Annual Capital Equipment Reserve:	\$125,000

Calculated Fire Protection Services Cost, 2024-25: \$458,800

Average Operating Expense, 2024-25:	\$333,800
Annual Inflation Adjustment (Operating Expense only) @ 5.0% :	\$16,700
Annual Capital Equipment Reserve:	\$125,000

Calculated Fire Protection Services Cost, 2025-26: \$475,500

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: July 15, 2024

Presented By:

Background:

A. Summer Projects

While we do not have any major projects going this summer, we do have a few smaller projects including significant maintenance on the sidewalks on State Street from Hurlbut south. This work began this week. There is a fire suppression system being installed at the former Methodist Church downtown and the water main tap for this system went in this week. Patching on a few other spots will also be occurring in the next few days.

B. Police Officer Hire

We have conditionally offered employment to a new police offer who has experience in our region. Assuming all the due diligence proceeds, we'll introduce the officer soon. In the meantime, Chief McDonnell herself has been covering shifts including a recent stint on the nightshift.

C. Repurposing of Adult Softball Field

As I mentioned at your last meeting, Charlevoix Public Schools is interested in expanding tennis court options and we have discussed with them a plan to transfer ownership of the unused adult softball field on Carpenter Street to them. Because the field is included in our Parks and Recreation Master Plan, the Charter requires a referendum be held to permit the sale by Council to the school. I understand they'll be considering this at their meeting on Monday evening also. In order to qualify for the November ballot, Council would need to adopt a ballot question at your meeting on August 7.

D. August Meeting Date

As a reminder, your first meeting in August will occur on Wednesday, August 7 at 6pm in order to accommodate election preparations.

Recommendation:

Attachments:

1. Police Monthly Report-May 2024

CITY OF CHARLEVOIX

POLICE ACTIVITY REPORT FOR THE MONTH OF MAY 2024

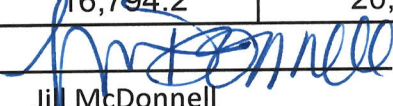
ITEM	TOTAL THIS MONTH	MONTH YEAR PRIOR	TOTAL THIS YEAR	TOTAL LAST YEAR
TRAFFIC CITATIONS	23	7	120	18
TRAFFIC WARNINGS	52	53	210	212
TRAFFIC CONTACTS	67	62	306	230
MOTORIST/CITIZEN ASSIST	5	11	49	81
POLICE ASSIST	26	20	126	118
MEDICAL RESPONSE	5	7	26	49
PAPER SERVICE	2	6	2	6
RESIDENTIAL/COMMERCIAL	5	52	64	165
FELONY ARRESTS	1	2	4	7
MISDEMEANOR/NTA ARRESTS	9	7	28	19
WARRANT ARRESTS	2	3	11	10
WARRANT ATTEMPTS	1	2	5	3
TRAFFIC CRASH 9300-1	1	8	12	25
TRAFFIC CRASH 9300-2	7	2	12	10
GENERAL ASSISTS/OTHER	119	235	582	1,387
FUNERAL ESCORTS	1	2	1	2
ALARMS	0	8	21	28
SCHOOL PATROL	9	29	70	115
SCHOOL PRESENTATIONS	0	0	0	0
PARKING/SNOW TICKETS	16	22	59	165
PARKING METER TICKETS	235	105	235	105
LIQUOR INSPECTIONS	3	11	24	72
ORIGINAL COMPLAINTS	34	32	112	118
CLOSED COMPLAINTS	24	23	91	87
FOLLOW-UP/SUPPLEMENTS	20	19	86	55
MENTAL HEALTH INCIDENTS	0	-	2	-
PATROL MILES	3,006	4,104	16,794.2	20,343

TOTAL MILEAGE #87-1

TOTAL MILEAGE #87-2

TOTAL MILEAGE #87-3

3,006


Jill McDonnell
Chief of Police

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: July 15, 2024

Presented By:

Background:

Recommendation:

Attachments:

None