



Agenda
City of Charlevoix City Council Regular Meeting
Wednesday, August 7, 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 15, 2024
 - B. Accounts Payable and Payroll Check Registers
 - C. MDOT Trunkline Maintenance Contract
 - D. Half Ton Truck Lease Through Enterprise Fleet
 - E. Michigan Municipal League Annual Meeting Notice-Designate Voting Delegate and Alternate
 - F. Investment Update from City Treasurer as of 8/7/24
 - G. Adopt PA 152 Annual Exemption Option for the 2024-25 Medical Benefit Plan Coverage
 - H. MERS 2024 Officer and Employee Delegate Certification Form
- 6. Public Hearings and Actions Requiring Public Hearings**
 - A. Pinebridge Place PILOT Ordinance
Mark Heydlauff, City Manager
- 7. All Other Actions and Requests**
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments
- 9. Other Council Business**
- 10. Adjourn**

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

reasonable accommodations requests.

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - July 15, 2024

Date: August 7, 2024

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. City Council Draft Meeting Minutes 07/15/2024

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

1. Pledge of Allegiance

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

2. Roll Call

Mayor: Lyle Gennett

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

Members Absent: Shane Cole

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

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

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

Yeas: Spring, Hagen, Knapp, Kalbfell, Parr

Nays: None

Absent: Cole

Motion carried.

A. City Council Meeting Minutes - July 1, 2024

Motion to approve the minutes as presented.

B. Accounts Payable and Payroll Check Registers

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

Dates	Description	Amount
06/25/2024	Special Accounts Payable Run	\$6,340.91
07/05/2024	Payroll (net pay)	\$156,908.52
07/05/2024	Payroll Transmittal Checks	\$6,669.30
07/16/2024	Regular Accounts Payable	\$312,048.67
07/01/2024-07/11/2024	ACH/WIRE Payments	\$148,561.07
Grand Total		\$630,528.47
The entire accounts payable and payroll check registers can be viewed on the City's website.		

C. MML Worker's Compensation Fund Board of Trustees Election

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

D. Extension of the cross connection contract with Hydrocorp

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

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

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.

6. Public Hearings and Actions Requiring Public Hearings

A. Public Hearing: Pinebridge Place PILOT & Development Agreement

Mark Heydlauff, City Manager

Jane MacKenzie

City Manager Heydlauff presented information on the Pinebridge Place PILOT & Development Agreement.

Mayor Gennett opened the item for public comment, one was heard.

Motion by Parr, seconded by Hagen 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.

Yeas: Spring, Hagen, Knapp, Kalbfell, Parr

Nays: None

Absent: Cole

Motion carried.

7. All Other Actions and Requests

A. Fire Protection Renewal Agreement

Mark Heydlauff, City Manager

City Manager Heydlauff presented information on the Fire Protection Renewal Agreement.

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

Motion by Kalbfell, seconded by Spring to approve the Fire Services Agreement with Charlevoix Township and authorize the City Manager and City Clerk to sign the agreement.

Yeas: Spring, Hagen, Knapp, Kalbfell, Parr

Nays: None

Absent: Cole

Motion carried.

8. Reports and Communications

A. Public Comment

- Annemarie Conway provided Council with the County Commission's latest highlights and upcoming projects

B. City Manager's Comments

- The ribbon cutting ceremony for the trail at Michigan Beach Park was successful

C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:09 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

DRAFT

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: August 7, 2024

Presented By:

Background:

Recommendation:

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

Attachments:

1. Check Registers 08-07-24 Agenda

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/13/2024	07/19/2024	142859	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,120.58
07/13/2024	07/19/2024	142860	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	55.40
07/13/2024	07/19/2024	142860	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	427.44
07/13/2024	07/19/2024	142861	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,230.00
07/13/2024	07/19/2024	142862	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	647.18
07/13/2024	07/19/2024	142863	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
07/13/2024	07/19/2024	142864	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,588.49
07/13/2024	07/19/2024	142865	THE HARTFORD	9035	LIFE - VOLUNTARY Pay Period:	280.65
07/13/2024	07/19/2024	142865	THE HARTFORD	9035	SPOUSE LIFE Pay Period: 7/13/	52.27
07/13/2024	07/19/2024	142865	THE HARTFORD	9035	CHILD LIFE Pay Period: 7/13/20	11.71
07/13/2024	07/19/2024	142865	THE HARTFORD	9035	AD&D - VOLUNTARY Pay Period	29.71
07/13/2024	07/19/2024	142865	THE HARTFORD	9035	SPOUSE AD&D Pay Period: 7/13	5.37
07/13/2024	07/19/2024	142865	THE HARTFORD	9035	CHILD AD&D Pay Period: 7/13/2	4.95
Grand Totals:		13				5,570.30

Special Accounts Payable Run

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

07/19/24 Payroll Transmittal Checks	\$ 5,570.30
07/19/24 Payroll (net pay)	\$ 153,762.78
07/22/24 Special Accounts Payable Run	\$ 82,968.40
07/29/24 Special Accounts Payable Run	\$ 17,117.56
08/02/24 Payroll (net pay)	\$ 165,623.90
08/02/24 Payroll Transmittal Checks	\$ 5,541.13
08/08/24 Regular Accounts Payable	\$ 415,966.86
Checks Sub-Total:	\$ 846,550.93

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

07/15/24 MI Public Power Agency	\$ 19,033.64
07/19/24 IRS (Payroll Tax Deposit)	\$ 53,780.26
07/19/24 Alerus Financial (HCSP)	\$ 558.00
07/19/24 Vantagepoint (401 Plan)	\$ 1,204.14
07/19/24 Vantagepoint (457 Plan)	\$ 22,907.43
07/19/24 Vantagepoint (Roth IRA)	\$ 1,190.00
07/19/24 State of MI (Withholding Tax)	\$ 8,164.34
07/19/24 MERS (Defined Benefit Plan)	\$ 69,076.21
07/22/24 Enterprise FM Trust (fleet lease)	\$ 4,361.36
07/22/24 MI Public Power Agency	\$ 12,254.51
07/25/24 MI Public Power Agency	\$ 280,659.76
07/29/24 MI Public Power Agency	\$ 17,957.15
08/02/24 IRS (Payroll Tax Deposit)	\$ 58,973.52
08/02/24 Alerus Financial (HCSP)	\$ 558.00
08/02/24 Vantagepoint (401 Plan)	\$ 1,204.14
08/02/24 Vantagepoint (457 Plan)	\$ 23,222.01
08/02/24 Vantagepoint (Roth IRA)	\$ 1,190.00
08/02/24 State of MI (Withholding Tax)	\$ 8,845.11
ACH Sub-Total:	\$ 585,139.58

Huntington National Bank Total: \$ 1,431,690.51

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

07/15/24 Special A/P Tax Disbursement	\$ 1,055,381.28
07/29/24 Special A/P Tax Disbursement	\$ 680,797.29
Charlevoix State Bank Total:	\$ 1,736,178.57

Grand Total: \$ 3,167,869.08

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/13/2024	PC	07/19/2024	39870	HEYDLAUFF, MARK L.	102		3,834.15
07/13/2024	PC	07/19/2024	39871	DVORACEK, SARAH J.	105		2,498.73
07/13/2024	PC	07/19/2024	39872	DEROSIA, PATRICIA E.	107		946.93
07/13/2024	PC	07/19/2024	39873	DOTSON, LINDSEY J.	109		1,733.14
07/13/2024	PC	07/19/2024	39874	KLOOSTER, ALIDA K.	121		2,068.54
07/13/2024	PC	07/19/2024	39875	BARNEVELD, RICHELLE	123		1,344.05
07/13/2024	PC	07/19/2024	39876	SCHULZ, GINNY L.	125		1,626.70
07/13/2024	PC	07/19/2024	39877	JENKINS, JESSICA-RAE	127		1,468.59
07/13/2024	PC	07/19/2024	39878	MILLER, FAITH G.	142		376.62
07/13/2024	PC	07/19/2024	39879	MCGINN, KELLY A.	146		2,440.65
07/13/2024	PC	07/19/2024	39880	SCHEEL, JONATHAN D.	149		2,184.03
07/13/2024	PC	07/19/2024	39881	MCDONNELL, JILL L.	202		2,211.21
07/13/2024	PC	07/19/2024	39882	UMULIS, MATTHEW T.	205		1,984.81
07/13/2024	PC	07/19/2024	39883	ORBAN, BARBARA K.	209		1,725.97
07/13/2024	PC	07/19/2024	39884	RILEY, DENISE M.	213		573.06
07/13/2024	PC	07/19/2024	39885	MUNK, CHRISTOPHER J.	215		2,120.94
07/13/2024	PC	07/19/2024	39886	CHRISTIANSEN, BRIAN D	218		2,017.03
07/13/2024	PC	07/19/2024	39887	RAMIREZ, CHARLES V.	219		2,151.23
07/13/2024	PC	07/19/2024	39888	YOUNG, KRISTEN L.	230		1,547.98
07/13/2024	PC	07/19/2024	39889	CONWAY, PATRICK G.	239		1,014.23
07/13/2024	PC	07/19/2024	39890	MACGILLIVRAY, ROGER	244		1,103.81
07/13/2024	PC	07/19/2024	39891	DOTSON, WILLIAM R.	249		346.90
07/13/2024	PC	07/19/2024	39892	KALLMAN, ARIN J.	251		803.15
07/13/2024	PC	07/19/2024	39893	WURST, RANDALL W.	411		2,263.39
07/13/2024	PC	07/19/2024	39894	HILLING, NICHOLAS A.	413		2,154.68
07/13/2024	PC	07/19/2024	39895	MEIER III, CHARLES A.	421		1,697.80
07/13/2024	PC	07/19/2024	39896	ZACHARIAS, STEVEN B.	422		2,134.52
07/13/2024	PC	07/19/2024	39897	NEWMAN, MARK J.	424		1,843.33
07/13/2024	PC	07/19/2024	39898	LOUGHMILLER, JOHN A.	425		2,195.03
07/13/2024	PC	07/19/2024	39899	GRIFFITH, JOHN J.	500		2,669.96
07/13/2024	PC	07/19/2024	39900	EATON, BRAD A.	515		2,863.08
07/13/2024	PC	07/19/2024	39901	WILSON, TIMOTHY J.	516		3,001.75
07/13/2024	PC	07/19/2024	39902	LAVOIE, RICHARD L.	519		2,582.24
07/13/2024	PC	07/19/2024	39903	STERRETT, PHILLIP R.	520		1,980.09
07/13/2024	PC	07/19/2024	39904	STEVENS, BRANDON C.	521		2,914.76
07/13/2024	PC	07/19/2024	39905	WHITLEY, ANDREW T.	522		2,410.23
07/13/2024	PC	07/19/2024	39906	FARRELL, MITCHELL L.	524		2,224.16
07/13/2024	PC	07/19/2024	39907	ANDERSON, ELIZABETH	526		1,460.44
07/13/2024	PC	07/19/2024	39908	KENWABIKISE, DAVID L.	528		1,310.63
07/13/2024	PC	07/19/2024	39909	ELLIOTT, PATRICK M.	600		3,385.35
07/13/2024	PC	07/19/2024	39910	MORRISON, KEVIN P.	601		1,742.83
07/13/2024	PC	07/19/2024	39911	FURGESON, JUSTIN L.	613		2,083.27
07/13/2024	PC	07/19/2024	39912	BRADLEY, KELLY R.	614		1,778.38
07/13/2024	PC	07/19/2024	39913	HART II, DELBERT W.	616		1,893.63
07/13/2024	PC	07/19/2024	39914	JONES, ROBERT F.	618		1,674.31
07/13/2024	PC	07/19/2024	39915	THORP JR, WILLIAM D.	623		1,581.89
07/13/2024	PC	07/19/2024	39916	LEITNER, RYAN S.	624		1,837.03
07/13/2024	PC	07/19/2024	39917	NOWKA, STEPHEN P.	626		2,141.44
07/13/2024	PC	07/19/2024	39918	RILEY, DANIEL A.	627		2,354.87
07/13/2024	PC	07/19/2024	39919	REID, ROB A.	632		1,530.44
07/13/2024	PC	07/19/2024	39920	DORAN, JUSTIN J.	634		2,506.57
07/13/2024	PC	07/19/2024	39921	NEDWICK, DAVID J.	642		511.67
07/13/2024	PC	07/19/2024	39922	CONWAY, ANNEMARIE	668		928.63
07/13/2024	PC	07/19/2024	39923	FINNERTY, HOLLY E.	669		1,172.15
07/13/2024	PC	07/19/2024	39924	WILSON, SAMUEL J.	672		913.42
07/13/2024	PC	07/19/2024	39925	POIROT, KENNETH R.	673		827.56
07/13/2024	PC	07/19/2024	39926	VENTZKE, COLE C.	674		1,008.54

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/13/2024	PC	07/19/2024	39927	JOHNSON, RANDY J.	680		1,124.49
07/13/2024	PC	07/19/2024	39928	PARRISH, JASON P.	681		563.84
07/13/2024	PC	07/19/2024	39929	SPEER, LIAM M.	682		782.47
07/13/2024	PC	07/19/2024	39930	HIGGINS, THERESE M.	689		458.67
07/13/2024	PC	07/19/2024	39931	CRANDELL, ZACKARY R.	691		932.39
07/13/2024	PC	07/19/2024	39932	RABIDEAU, JACOB L.	696		975.44
07/13/2024	PC	07/19/2024	39933	BORTHS, MICHAEL J.	698		892.48
07/13/2024	PC	07/19/2024	39934	KNORR, KENT J.	700		2,394.27
07/13/2024	PC	07/19/2024	39935	ANZELL, BETH A.	702		1,916.62
07/13/2024	PC	07/19/2024	39936	STEBE, LAURA A.	703		25.06
07/13/2024	PC	07/19/2024	39937	STEWART, SPENCER P.	720		1,144.51
07/13/2024	PC	07/19/2024	39938	MCDERMOTT, DENNIS J.	732		2,201.86
07/13/2024	PC	07/19/2024	39939	JASURDA, DONALD J.	748		1,149.34
07/13/2024	PC	07/19/2024	39940	BLECKE, SKYLAR T.	749		822.48
07/13/2024	PC	07/19/2024	39941	LAVOIE, AUBREY J.	750		753.82
07/13/2024	PC	07/19/2024	39942	SUSTIC, HANNAH L.	751		130.60
07/13/2024	PC	07/19/2024	39943	WHITE III, MARCUS W.	754		1,077.01
07/13/2024	PC	07/19/2024	39944	LATHROP, GLADDIES J.	755		439.40
07/13/2024	PC	07/19/2024	39945	BEECHERL, GRACE M.	758		1,089.85
07/13/2024	PC	07/19/2024	39946	CUNNINGHAM, ABIGAIL A.	759		1,095.25
07/13/2024	PC	07/19/2024	39947	WALKER, MEREDITH A.	771		1,244.39
07/13/2024	PC	07/19/2024	39948	PETROSKY, JACOB D.	772		867.82
07/13/2024	PC	07/19/2024	39949	SMITH, ANNA K.	773		867.37
07/13/2024	PC	07/19/2024	39950	JAREMA, ALISON, K.	774		1,029.69
07/13/2024	PC	07/19/2024	39951	LEVY, JAYDEE L.	775		289.09
07/13/2024	PC	07/19/2024	39952	ROSIER, OLIVIA J.	777		818.80
07/13/2024	PC	07/19/2024	39953	SAUER, JOHN V.P.	778		872.93
07/13/2024	PC	07/19/2024	39954	BOLLMANN, JOSIE J.	779		710.05
07/13/2024	PC	07/19/2024	39955	PETROSKY, TAYLOR G.	780		855.77
07/13/2024	PC	07/19/2024	39956	PHILP, DAVAYAH A.	781		793.78
07/13/2024	PC	07/19/2024	39957	HOSLER, ISABELLA C.	783		898.19
07/13/2024	PC	07/19/2024	39958	GERLACH, MAREN R.	786		745.58
07/13/2024	PC	07/19/2024	39959	WAGNER, KIRSTEN M.	793		374.32
07/13/2024	PC	07/19/2024	39960	BIRD, SPENCER H.	794		750.50
07/13/2024	PC	07/19/2024	39961	DRENTH, DOUGLAS A.	838		1,245.43
07/13/2024	PC	07/19/2024	39962	ELGART, SARAH N.	840		398.56
07/13/2024	PC	07/19/2024	39963	GILL, DAVID R.	856		984.12
07/13/2024	PC	07/19/2024	39964	LABLANCE, MAUREEN J.	863		350.53
07/13/2024	PC	07/19/2024	39965	LIVINGSTON, BRIAN D.	866		2,298.02
07/13/2024	PC	07/19/2024	39966	KLOOSTER, PATRICK H.	868		462.23
07/13/2024	PC	07/19/2024	39967	WAY, KRISTINA M.	870		171.77
07/13/2024	PC	07/19/2024	39968	PARKER, SCOTT W.	873		178.93
07/13/2024	PC	07/19/2024	39969	PETROSKY, TIMOTHY D.	874		71.69
07/13/2024	PC	07/19/2024	39970	NISWANDER, WILLIAM M.	876		536.84
07/13/2024	PC	07/19/2024	39971	FRESA, EDWARD K.	877		427.97
07/13/2024	PC	07/19/2024	39972	SCHOLEY, ROBERT W.	902		2,231.82
07/13/2024	PC	07/19/2024	39973	OLIVER, GRANT T.	915		1,772.21
07/13/2024	PC	07/19/2024	39974	POSTMUS, ANTHONY H.	916		2,237.81
07/13/2024	PC	07/19/2024	39975	DOUGLAS, MARK	935		1,571.25
07/13/2024	PC	07/19/2024	39976	FRATRICK, JOSEPH W.	940		908.30
07/13/2024	PC	07/19/2024	39977	BENNETT, TAWNYA E.	953		1,213.13
07/13/2024	PC	07/19/2024	39978	TRAVERS, MANUEL J.	998		1,646.36
07/13/2024	PC	07/19/2024	142858	COX, RONALD L.	869		267.16

Grand Totals:

110

153,762.78

dm

Check Number	Payee	Amount
07/22/2024		
142866	AT&T	1,597.34
142867	AT&T MOBILITY	848.87
142868	CHARLEVOIX STATE BANK	11,299.29
142869	CHARTER COMMUNICATIONS	863.91
142870	CHARTER COMMUNICATIONS OPERA	88.24
142871	DELTA DENTAL	3,437.73
142872	GFL ENVIRONMENTAL	1,409.42
142873	PRIORITY HEALTH	48,604.12
142874	PROPERTY MANAGEMENT ELITE LLC	6,900.00
142875	RANGE TELECOMMUNICATIONS	216.90
142876	TELNET WORLDWIDE	182.84
142877	VSP INSURANCE CO. (CT)	566.35
142878	WEX BANK	6,953.39
Total 07/22/2024:		82,968.40
Grand Totals:		82,968.40

Check Number	Payee	Amount
07/29/2024		
143064	STATE OF MICHIGAN	17,117.56
Total 07/29/2024:		17,117.56
Grand Totals:		17,117.56

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/27/2024	PC	08/02/2024	39979	FLANDERS, FRANCIS B.	90		44.04
07/27/2024	PC	08/02/2024	39980	BRYAN, BRENDA L.	91		46.17
07/27/2024	PC	08/02/2024	39981	HEYDLAUFF, MARK L.	102		4,122.60
07/27/2024	PC	08/02/2024	39982	DVORACEK, SARAH J.	105		2,498.73
07/27/2024	PC	08/02/2024	39983	DEROSIA, PATRICIA E.	107		393.42
07/27/2024	PC	08/02/2024	39984	DOTSON, LINDSEY J.	109		1,754.94
07/27/2024	PC	08/02/2024	39985	KLOOSTER, ALIDA K.	121		2,492.90
07/27/2024	PC	08/02/2024	39986	BARNEVELD, RICHELLE	123		1,337.58
07/27/2024	PC	08/02/2024	39987	SCHULZ, GINNY L.	125		1,626.70
07/27/2024	PC	08/02/2024	39988	JENKINS, JESSICA-RAE	127		1,468.60
07/27/2024	PC	08/02/2024	39989	MILLER, FAITH G.	142		472.88
07/27/2024	PC	08/02/2024	39990	MCGINN, KELLY A.	146		2,865.02
07/27/2024	PC	08/02/2024	39991	SCHEEL, JONATHAN D.	149		2,672.60
07/27/2024	PC	08/02/2024	39992	MCDONNELL, JILL L.	202		2,622.72
07/27/2024	PC	08/02/2024	39993	UMULIS, MATTHEW T.	205		2,082.77
07/27/2024	PC	08/02/2024	39994	ORBAN, BARBARA K.	209		2,208.35
07/27/2024	PC	08/02/2024	39995	RILEY, DENISE M.	213		579.41
07/27/2024	PC	08/02/2024	39996	MUNK, CHRISTOPHER J.	215		2,239.10
07/27/2024	PC	08/02/2024	39997	CHRISTIANSEN, BRIAN D	218		2,090.69
07/27/2024	PC	08/02/2024	39998	RAMIREZ, CHARLES V.	219		1,915.25
07/27/2024	PC	08/02/2024	39999	YOUNG, KRISTEN L.	230		2,005.80
07/27/2024	PC	08/02/2024	40000	CONWAY, PATRICK G.	239		899.25
07/27/2024	PC	08/02/2024	40001	MACGILLIVRAY, ROGER	244		1,145.85
07/27/2024	PC	08/02/2024	40002	DOTSON, WILLIAM R.	249		551.61
07/27/2024	PC	08/02/2024	40003	KALLMAN, ARIN J.	251		628.70
07/27/2024	PC	08/02/2024	40004	WURST, RANDALL W.	411		1,951.05
07/27/2024	PC	08/02/2024	40005	HILLING, NICHOLAS A.	413		2,179.92
07/27/2024	PC	08/02/2024	40006	MEIER III, CHARLES A.	421		1,851.77
07/27/2024	PC	08/02/2024	40007	ZACHARIAS, STEVEN B.	422		2,292.62
07/27/2024	PC	08/02/2024	40008	NEWMAN, MARK J.	424		2,094.30
07/27/2024	PC	08/02/2024	40009	LOUGHMILLER, JOHN A.	425		2,149.31
07/27/2024	PC	08/02/2024	40010	GRIFFITH, JOHN J.	500		2,669.97
07/27/2024	PC	08/02/2024	40011	EATON, BRAD A.	515		2,598.55
07/27/2024	PC	08/02/2024	40012	WILSON, TIMOTHY J.	516		3,630.12
07/27/2024	PC	08/02/2024	40013	LAVOIE, RICHARD L.	519		2,546.42
07/27/2024	PC	08/02/2024	40014	STERRETT, PHILLIP R.	520		2,758.46
07/27/2024	PC	08/02/2024	40015	STEVENS, BRANDON C.	521		2,740.99
07/27/2024	PC	08/02/2024	40016	WHITLEY, ANDREW T.	522		3,011.08
07/27/2024	PC	08/02/2024	40017	FARRELL, MITCHELL L.	524		2,182.26
07/27/2024	PC	08/02/2024	40018	ANDERSON, ELIZABETH	526		1,460.44
07/27/2024	PC	08/02/2024	40019	KENWABIKISE, DAVID L.	528		1,310.63
07/27/2024	PC	08/02/2024	40020	ELLIOTT, PATRICK M.	600		3,385.35
07/27/2024	PC	08/02/2024	40021	MORRISON, KEVIN P.	601		2,146.89
07/27/2024	PC	08/02/2024	40022	FURGESON, JUSTIN L.	613		2,737.07
07/27/2024	PC	08/02/2024	40023	BRADLEY, KELLY R.	614		1,722.03
07/27/2024	PC	08/02/2024	40024	HART II, DELBERT W.	616		1,920.70
07/27/2024	PC	08/02/2024	40025	JONES, ROBERT F.	618		2,000.87
07/27/2024	PC	08/02/2024	40026	THORP JR, WILLIAM D.	623		2,106.14
07/27/2024	PC	08/02/2024	40027	LEITNER, RYAN S.	624		2,151.10
07/27/2024	PC	08/02/2024	40028	NOWKA, STEPHEN P.	626		2,189.04
07/27/2024	PC	08/02/2024	40029	RILEY, DANIEL A.	627		2,481.59
07/27/2024	PC	08/02/2024	40030	REID, ROB A.	632		1,797.46
07/27/2024	PC	08/02/2024	40031	DORAN, JUSTIN J.	634		2,506.57
07/27/2024	PC	08/02/2024	40032	NEDWICK, DAVID J.	642		716.82
07/27/2024	PC	08/02/2024	40033	CONWAY, ANNEMARIE	668		821.53
07/27/2024	PC	08/02/2024	40034	FINNERTY, HOLLY E.	669		1,213.24
07/27/2024	PC	08/02/2024	40035	WILSON, SAMUEL J.	672		1,314.48

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/27/2024	PC	08/02/2024	40036	POIROT, KENNETH R.	673		1,096.06
07/27/2024	PC	08/02/2024	40037	VENTZKE, COLE C.	674		1,168.34
07/27/2024	PC	08/02/2024	40038	JOHNSON, RANDY J.	680		1,082.31
07/27/2024	PC	08/02/2024	40039	PARRISH, JASON P.	681		1,111.99
07/27/2024	PC	08/02/2024	40040	SPEER, LIAM M.	682		921.01
07/27/2024	PC	08/02/2024	40041	HIGGINS, THERESE M.	689		485.65
07/27/2024	PC	08/02/2024	40042	CRANDELL, ZACKARY R.	691		1,052.05
07/27/2024	PC	08/02/2024	40043	RABIDEAU, JACOB L.	696		1,098.33
07/27/2024	PC	08/02/2024	40044	BORTHS, MICHAEL J.	698		917.60
07/27/2024	PC	08/02/2024	40045	KNORR, KENT J.	700		2,394.26
07/27/2024	PC	08/02/2024	40046	ANZELL, BETH A.	702		1,668.93
07/27/2024	PC	08/02/2024	40047	STEBE, LAURA A.	703		14.32
07/27/2024	PC	08/02/2024	40048	STEWART, SPENCER P.	720		1,091.71
07/27/2024	PC	08/02/2024	40049	MCDERMOTT, DENNIS J.	732		2,201.86
07/27/2024	PC	08/02/2024	40050	JASURDA, DONALD J.	748		1,221.19
07/27/2024	PC	08/02/2024	40051	BLECKE, SKYLAR T.	749		894.13
07/27/2024	PC	08/02/2024	40052	LAVOIE, AUBREY J.	750		811.00
07/27/2024	PC	08/02/2024	40053	SUSTIC, HANNAH L.	751		753.15
07/27/2024	PC	08/02/2024	40054	WHITE III, MARCUS W.	754		1,268.87
07/27/2024	PC	08/02/2024	40055	LATHROP, GLADDIES J.	755		68.28
07/27/2024	PC	08/02/2024	40056	BEECHERL, GRACE M.	758		961.79
07/27/2024	PC	08/02/2024	40057	CUNNINGHAM, ABIGAIL A	759		1,307.89
07/27/2024	PC	08/02/2024	40058	WALKER, MEREDITH A.	771		1,768.03
07/27/2024	PC	08/02/2024	40059	PETROSKY, JACOB D.	772		1,192.87
07/27/2024	PC	08/02/2024	40060	SMITH, ANNA K.	773		974.10
07/27/2024	PC	08/02/2024	40061	JAREMA, ALISON, K.	774		1,086.26
07/27/2024	PC	08/02/2024	40062	LEVY, JAYDEE L.	775		546.51
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07/27/2024	PC	08/02/2024	40064	SAUER, JOHN V.P.	778		1,064.41
07/27/2024	PC	08/02/2024	40065	BOLLMANN, JOSIE J.	779		959.26
07/27/2024	PC	08/02/2024	40066	PETROSKY, TAYLOR G.	780		1,106.41
07/27/2024	PC	08/02/2024	40067	PHILP, DAVAYAH A.	781		883.02
07/27/2024	PC	08/02/2024	40068	HOSLER, ISABELLA C.	783		1,029.09
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07/27/2024	PC	08/02/2024	40070	MAY, MADALYNE M.	792		123.56
07/27/2024	PC	08/02/2024	40071	WAGNER, KIRSTEN M.	793		370.68
07/27/2024	PC	08/02/2024	40072	BIRD, SPENCER H.	794		670.59
07/27/2024	PC	08/02/2024	40073	DRENTH, DOUGLAS A.	838		1,049.09
07/27/2024	PC	08/02/2024	40074	ELGART, SARAH N.	840		458.46
07/27/2024	PC	08/02/2024	40075	GILL, DAVID R.	856		970.90
07/27/2024	PC	08/02/2024	40076	LABLANCE, MAUREEN J.	863		499.71
07/27/2024	PC	08/02/2024	40077	LIVINGSTON, BRIAN D.	866		2,298.02
07/27/2024	PC	08/02/2024	40078	KLOOSTER, PATRICK H.	868		322.88
07/27/2024	PC	08/02/2024	40079	WAY, KRISTINA M.	870		175.36
07/27/2024	PC	08/02/2024	40080	GAFFNEY, KARRIE J.	872		118.93
07/27/2024	PC	08/02/2024	40081	PARKER, SCOTT W.	873		189.67
07/27/2024	PC	08/02/2024	40082	NISWANDER, WILLIAM M.	876		765.67
07/27/2024	PC	08/02/2024	40083	FRESA, EDWARD K.	877		394.79
07/27/2024	PC	08/02/2024	40084	SCHOLEY, ROBERT W.	902		2,326.95
07/27/2024	PC	08/02/2024	40085	OLIVER, GRANT T.	915		92.35
07/27/2024	PC	08/02/2024	40086	POSTMUS, ANTHONY H.	916		1,908.03
07/27/2024	PC	08/02/2024	40087	DOUGLAS, MARK	935		1,637.35
07/27/2024	PC	08/02/2024	40088	FRATRICK, JOSEPH W.	940		264.30
07/27/2024	PC	08/02/2024	40089	BENNETT, TAWNYA E.	953		1,588.31
07/27/2024	PC	08/02/2024	40090	TRAVERS, MANUEL J.	998		1,620.76
07/27/2024	PC	08/02/2024	143065	TIMMS, ROBERT N	92		46.17
07/27/2024	PC	08/02/2024	143066	UMULIS, MATTHEW T.	205	Venetian Bonus	422.73

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
07/27/2024	PC	08/02/2024	143067	ORBAN, BARBARA K.	209	Venetian Bonus	400.50
07/27/2024	PC	08/02/2024	143068	MUNK, CHRISTOPHER J.	215	Venetian Bonus	440.50
07/27/2024	PC	08/02/2024	143069	CHRISTIANSEN, BRIAN D	218	Venetian Bonus	440.50
07/27/2024	PC	08/02/2024	143070	RAMIREZ, CHARLES V.	219	Venetian Bonus	449.65
07/27/2024	PC	08/02/2024	143071	COX, RONALD L.	869		260.12
Grand Totals:			119				165,623.90



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
07/27/2024	08/02/2024	143072	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,120.58
07/27/2024	08/02/2024	143073	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	33.60
07/27/2024	08/02/2024	143073	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	427.44
07/27/2024	08/02/2024	143074	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,230.00
07/27/2024	08/02/2024	143075	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	647.95
07/27/2024	08/02/2024	143076	FOPLC	9039	FOPLC UNION DUES Pay Perio	195.00
07/27/2024	08/02/2024	143077	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
07/27/2024	08/02/2024	143078	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,392.65
07/27/2024	08/02/2024	143079	THE HARTFORD	9035	LIFE - VOLUNTARY Pay Period:	276.73
07/27/2024	08/02/2024	143079	THE HARTFORD	9035	SPOUSE LIFE Pay Period: 7/27/	51.29
07/27/2024	08/02/2024	143079	THE HARTFORD	9035	CHILD LIFE Pay Period: 7/27/20	11.00
07/27/2024	08/02/2024	143079	THE HARTFORD	9035	AD&D - VOLUNTARY Pay Period	28.60
07/27/2024	08/02/2024	143079	THE HARTFORD	9035	SPOUSE AD&D Pay Period: 7/27	5.09
07/27/2024	08/02/2024	143079	THE HARTFORD	9035	CHILD AD&D Pay Period: 7/27/2	4.65
Grand Totals:		14				5,541.13



Check Number	Payee	Amount
08/08/2024		
142879	ACLARA TECHNOLOGIES LLC	14,224.01
142880	ADVANCED PAVEMENT MARKING LLC	29,287.86
142881	ALTEC INDUSTRIES INC	387.00
142882	AMAZON CAPITAL SERVICES	1,381.76
142883	ANDERSON, ELIZABETH A.	50.00
142884	ANZELL, BETH A.	50.00
142885	APPRIVER LLC	2,430.15
142886	ART'S AUTO & TRUCK PARTS	94.00
142887	AT YOUR SERVICE PLUS INC	8,290.00
142888	AUDUBON INTERNATIONAL	400.00
142889	AVFUEL CORPORATION	167,199.15
142890	BEAVER RESEARCH COMPANY	1,310.16
142891	BECKER, LAUREN	2,000.00
142892	BIG BELLY SOLAR INC	2,780.40
142893	BS& A SOFTWARE	12,015.00
142894	CHARLEVOIX COUNTY TREASURER	1,383.58
142895	CHARLEVOIX SCREEN MASTERS INC	462.90
142896	CHARLEVOIX VENETIAN FESTIVAL	15,000.00
142897	CINTAS CORPORATION	262.67
142898	CONWAY PROFESSIONAL SERVICES	22,646.00
142899	COOPER, MELANIE S	147.00
142900	DANIELS, JULIE	90.00
142901	DELL MARKETING LP	3,473.51
142902	DeROSIA, PATRICIA E.	50.00
142903	DHASELEER EVENTS BARN	329.00
142904	DIESEL TRUCK SALES	1,207.96
142905	DORAN, JUSTIN J.	50.00
142906	DOTSON, LINDSEY J.	.00 V
142907	DOUGLAS, MARK	50.00
142908	DRENTH, DOUGLAS A	50.00
142909	DROST LANDSCAPE	518.92
142910	DVORACEK, SARAH	249.39
142911	ECONO SIGNS LLC	2,009.96
142912	EJ USA INC.	2,218.46
142913	ELECTIONSOURCE	161.01
142914	ELHORN ENGINEERING COMPANY	1,425.00
142961	ELLIOTT, PATRICK M.	50.00
142962	ELLSWORTH FARMERS EXCHANGE	181.00
142963	FAMILY FARM AND HOME	21.99
142964	FARMER WHITE'S	912.00
142965	FREEDOM MAILING SERVICES INC	2,671.75
142966	GERBER'S HOMEMADE SWEETS	97.00
142967	GFL ENVIRONMENTAL / Northern A-1	1,945.94
142968	GOLDEN HILLS MAPLE SYRUP LLC	38.00
142969	GORDON FOOD SERVICE	574.65
142970	GRAND TRAVERSE SAUCE COMPANY	50.00
142971	GREAT LAKES ENERGY	237.99
142972	GRIFFITH, JOHN J	50.00

Check Number	Payee	Amount
142973	GRP ENGINEERING INC	1,175.00
142974	GUNTZVILLER BERRY FARM LLC	1,128.00
142975	HACH COMPANY	515.24
142976	HERZOG ELECTRIC	325.31
142977	HEYDLAUFF, MARK L.	491.14
142978	HILLING, NICHOLAS A.	50.00
142979	HILLSIDE HARVEST FARM LLC	258.00
142980	HOGARTH'S PEST CONTROL INC.	1,200.00
142981	HOVIE, ROBERT TOLSMA	800.00
142982	HUGHES, LAURIE	549.00
142983	IPS GROUP INC	2,387.87
142984	JACKLIN STEEL SUPPLY CO	553.30
142985	JANSON EQUIPMENT COMPANY	395.30
142986	JAREMA, ALISON K.	34.98
142987	JOHN E GREEN COMPANY	572.54
142988	KALAMAZOO SANITARY SUPPLY LLC	6,538.59
142989	KIWANIS CLUB OF CHARLEVOIX	40.00
142990	KLOOSTER, ALIDA K.	50.00
142991	KNIGHTS TOOLS LLC	44.75
142992	KNORR, KENT J.	201.80
142993	KRAFT BUSINESS SYSTEMS	17.27
142994	KRAZY KAKE A HOLICS	62.00
142995	KULLY SUPPLY	216.22
142996	KUSTOM SIGNALS INC	2,195.00
142997	LAKESHORE TIRE & AUTO SERVICE	423.80
142998	LASER PRINTER TECHNOLOGIES	209.99
142999	LIVINGSTON, BRIAN D.	50.00
143000	MAGGRETT, DAVID	750.00
143001	MCDERMOTT, DENNIS J.	50.00
143002	MCDONNELL, JILL L	50.00
143003	McGINN, KELLY A.	50.00
143004	MCMASTER-CARR	530.69
143005	MCVEIGH'S TRUCK SPRINGS INC	1,711.84
143006	MICHIGAN ASSOCIATION OF PLANNIN	15.00
143007	MICHIGAN CAT	25.99
143008	MICHIGAN MUSHROOM MARKET	198.00
143009	MIKE'S MUSTARD	75.00
143010	MILLER, FAITH G	25.46
143011	MISSION COMMUNICATIONS LLC	910.80
143012	MORRISON INDUSTRIAL	575.84
143013	MUTT MITT	2,931.67
143018	MWEA	360.00
143019	NAVIA BENEFIT SOLUTIONS	100.00
143020	NCL OF WISCONSIN INC	979.19
143021	NEXT-LEVEL SANDBAG	490.00
143022	NORTHWEST ELECTRONICS & REPAI	10.00
143023	NORTHWEST FIRE	150.50
143024	NUCO2 LLC	200.90
143025	OLESON'S FOOD STORES	238.70

Check Number	Payee	Amount
143026	OLSON & HOWARD	2,335.00
143027	PENCHURA LLC	2,492.00
143028	PENINSULA FIBER NETWORK LLC	344.03
143029	PERFORMANCE ENGINEERS INC	21,025.00
143030	POWER LINE SUPPLY	10,720.67
143031	POWER SYSTEM ENGINEERING INC	6,867.50
143032	POWERPLAN	280.09
143033	POWERS, DONALD	56.74
143034	PREIN & NEWHOF	934.00
143035	PROVIDENCE ORGANIC FARM	442.00
143036	REHMANN LLC	11,475.00
143037	RESOLUTION G2 LLC	1,770.00
143038	SCHEEL, JONATHAN D	50.00
143039	SCHOLEY, ROBERT W.	50.00
143040	SCIENTIFIC BRAKE - GAYLORD	6.32
143041	SHARROW MASONRY INC	9,375.00
143042	SHARROW, JACOB	1,050.00
143043	STAFFORD, MATTHEW	500.00
143044	STITCH N LYDS LLC	453.25
143045	SWANSON K & D INC	1,908.00
143046	SWEET MARIA'S LLC	420.00
143047	SYSTEMS SPECIALISTS INC	227.50
143048	TILLIE'S TAFEL	86.00
143049	TODD'S ODD JOBS & SKILLED CRAFT	825.00
143050	TRACE ANALYTICAL LABORATORIES I	730.75
143051	UNIFIRST CORPORATION	393.19
143052	UNIVERSAL CREDIT SERVICES INC	26.63
143053	UP NORTH ASSESSING INC	5,500.00
143054	UPPER CASE PRINTING INK.	385.25
143055	US DEPARTMENT OF AGRICULTURE	1,773.56
143056	USABBLUEBOOK	1,114.43
143057	VILLAGE GRAPHICS INC	37.00
143058	WALKER, MEREDITH A.	50.00
143059	WISER, GEORGE	20.00
143060	WOJCIK, MICHAEL ALLEN	83.50
143061	WURST, RANDALL W.	50.00
143062	YOUNG, KRISTEN L.	50.00
143063	DOTSON, LINDSEY J.	629.60
Total 08/08/2024:		415,966.86
Grand Totals:		415,966.86

Check Number	Payee	Amount
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71524001	MICHIGAN PUBLIC POWER AGENCY	19,033.64
Total 07/15/2024:		19,033.64
Grand Totals:		19,033.64

Check Issue Date	Check Number	Payee	Amount
71924001			
07/19/2024	71924001	**EFTPS* Payroll Taxes	14,250.39
07/19/2024	71924001	**EFTPS* Payroll Taxes	14,250.39
07/19/2024	71924001	**EFTPS* Payroll Taxes	3,332.76
07/19/2024	71924001	**EFTPS* Payroll Taxes	3,332.76
07/19/2024	71924001	**EFTPS* Payroll Taxes	18,613.96
Total 71924001:			
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71924002			
07/19/2024	71924002	Alerus Financial	558.00
Total 71924002:			
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71924003			
07/19/2024	71924003	MissionSquare - 401 Plan 109153	1,204.14
Total 71924003:			
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71924004			
07/19/2024	71924004	MissionSquare - 457 Plan 300959	4,432.00
07/19/2024	71924004	MissionSquare - 457 Plan 300959	3,291.07
07/19/2024	71924004	MissionSquare - 457 Plan 300959	5,311.51
07/19/2024	71924004	MissionSquare - 457 Plan 300959	9,872.85
Total 71924004:			
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71924005			
07/19/2024	71924005	MissionSquare - Roth IRA 706117	1,190.00
Total 71924005:			
	1		1,190.00
71924006			
07/19/2024	71924006	STATE OF MICHIGAN	8,164.34
Total 71924006:			
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Grand Totals:			
	13		87,804.17



Check Number	Payee	Amount
07/19/2024		
71924007	MERS	69,076.21
Total 07/19/2024:		69,076.21
Grand Totals:		69,076.21

Check Number	Payee	Amount
07/22/2024		
72224001	ENTERPRISE FM TRUST	4,361.36
72224002	MICHIGAN PUBLIC POWER AGENCY	12,254.51
Total 07/22/2024:		16,615.87
Grand Totals:		16,615.87

Check Number	Payee	Amount
07/25/2024		
72524001	MICHIGAN PUBLIC POWER AGENCY	280,659.76
Total 07/25/2024:		280,659.76
Grand Totals:		280,659.76

Check Number	Payee	Amount
07/29/2024		
72924001	MICHIGAN PUBLIC POWER AGENCY	17,957.15
Total 07/29/2024:		17,957.15
Grand Totals:		17,957.15

Check Issue Date	Check Number	Payee	Amount
80224001			
08/02/2024	80224001	**EFTPS* Payroll Taxes	15,299.90
08/02/2024	80224001	**EFTPS* Payroll Taxes	15,299.90
08/02/2024	80224001	**EFTPS* Payroll Taxes	3,578.24
08/02/2024	80224001	**EFTPS* Payroll Taxes	3,578.24
08/02/2024	80224001	**EFTPS* Payroll Taxes	21,217.24
Total 80224001:			
	5		58,973.52
80224002			
08/02/2024	80224002	Alerus Financial	558.00
Total 80224002:			
	1		558.00
80224003			
08/02/2024	80224003	MissionSquare - 401 Plan 109153	1,204.14
Total 80224003:			
	1		1,204.14
80224004			
08/02/2024	80224004	MissionSquare - 457 Plan 300959	4,432.00
08/02/2024	80224004	MissionSquare - 457 Plan 300959	3,330.22
08/02/2024	80224004	MissionSquare - 457 Plan 300959	5,298.29
08/02/2024	80224004	MissionSquare - 457 Plan 300959	10,161.50
Total 80224004:			
	4		23,222.01
80224005			
08/02/2024	80224005	MissionSquare - Roth IRA 706117	1,190.00
Total 80224005:			
	1		1,190.00
80224006			
08/02/2024	80224006	STATE OF MICHIGAN	8,845.11
Total 80224006:			
	1		8,845.11
Grand Totals:			
	13		93,992.78



Check Number	Payee	Amount
07/15/2024		
4130	CHARLEVOIX COUNTY TREASURER	192,395.66
4131	CHARLEVOIX PUBLIC SCHOOLS	402,046.81
4132	CITY OF CHARLEVOIX - TAXES DUE	40,302.17
4133	CITY OF CHARLEVOIX/DDA	420,636.64
Total 07/15/2024:		1,055,381.28
Grand Totals:		1,055,381.28

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

Check Number	Payee	Amount
07/29/2024		
4134	CHARLEVOIX COUNTY TREASURER	443.44
4135	CHARLEVOIX COUNTY TREASURER	189,728.89
4136	CHARLEVOIX PUBLIC SCHOOLS	274,564.21
4137	CITY OF CHARLEVOIX - TAXES DUE	213,071.22
4138	STATE OF MICHIGAN	2,989.53
Total 07/29/2024:		680,797.29
Grand Totals:		680,797.29

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

Charlevoix City Council

Consent Agenda

Title: MDOT Trunkline Maintenance Contract

Date: August 7, 2024

Presented By:

Background:

MDOT requires a contract to be completed between the State and the City of Charlevoix every five years for Trunkline Maintenance. This contract covers the City's responsibility to maintain US 31 for things like tree trimming and snow plowing. Part of the requirement of the contract is for Council to adopt a resolution stating the City Manager has authority to sign the contract on the City's behalf. Completion of this resolution will secure the contract for the next 5 years.

Recommendation:

Motion to approve MDOT Truckline Maintenance Contract as presented and give authorization to the City Manager to sign the contract and all necessary documents.

Attachments:

1. MDOT Contract-Charlevoix
2. Resolution 2024-08-01 MDOT Truckline Authorized Signature

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
MUNICIPALITY

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the MUNICIPALITY, a Michigan municipal corporation (Municipality).

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

SECTION 1. SCOPE OF WORK

- A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall

remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
 4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
 5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
 6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written

notice, MDOT will work with the Municipality to develop a corrective action plan. Once both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
 2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates PAT ELLIOTT as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipality's title for this position is PUBLIC WORKS DIRECTOR. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

SECTION 5. SUPERVISION

The Municipality hereby designates PAT ELLIOTT or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the "Foremen", who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT's Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

 X No, Firm Unit Price items will not be used.

 Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

SECTION 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the "Contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations,

the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.

- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.
 2. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.
- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.

J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

NA percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

- A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 - 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will

retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.

2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.

- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

- B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the "Response", to the Notice of Review Results indicating one of the following options:
1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
 2. The Municipality does not concur with Notice of Review Results. The "Response" will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
 3. The "Response" will include a written explanation as to any questioned item of expense. The "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
 4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.

- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For review disputes the submitted “Response” and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT’s decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel’s written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract "for cause", the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.

SECTION 31: AUTHORIZED SIGNATURE

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

MUNICIPALITY

BY: 
TITLE: City Manager

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear M-DOT

This Letter of Understanding is in follow up to our recent meeting held on 5/8/24 and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of CHARLEVOIX. The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Name
Page 2
Date

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Coordinator (or Engineer)
MDOT ____ TSC

APPROVED BY:

City (Village) of Charlevoix agrees to the terms and conditions stated in this agreement.

Dated this 6 day of May, 2024

Mark J. Huff City Manager
Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

CERTIFICATE OF INSURANCE
FOR STATE HIGHWAY MAINTENANCE CONTRACT
Information required by MDOT to report insurance coverage.

DISTRIBUTION:
Original - Maintenance Div.
Copy - Insured Party
Copy - Insurance Agency
Copy - Insurance Company

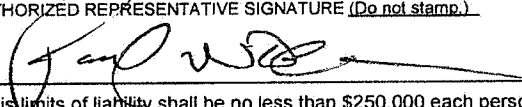
TO MICHIGAN DEPARTMENT OF TRANSPORTATION: The subscribing insurance company certifies that the motor vehicle insurance for limits of liability as indicated, herein, has been procured by and furnished in behalf of the named insured.

NAME OF INSURED	ADDRESS
City of Charlevoix	210 State Street Charlevoix, MI 49720

TYPE OF INSURANCE							
INSURANCE	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	COVER-AGE	* LIMITS OF LIABILITY		
					EACH PERSON	EACH ACCIDENT	AGGREGATE
Automobile Liability Insurance with respect to owned, hired and non-owned automobiles.	M23MTP80129-05	11/01/23	11/01/24	B. 1.	5,000,000	5,000,000	Unlimited
				P. D.	5,000,000	5,000,000	Unlimited

The subscribing company agrees that the policy referred to herein shall not be changed or cancelled until thirty (30) days written notice has been given to the MICHIGAN DEPARTMENT OF TRANSPORTATION, Lansing, Michigan.

INSURANCE COMPANY	ADDRESS
Michigan Township Par Plan	4171 Wolverine Drive Williamsburg, MI 49690

AUTHORIZED REPRESENTATIVE SIGNATURE (Do not stamp.)	DATE
	04/30/2024

* This limits of liability shall be no less than \$250,000 each person and \$500,000 each accident for Bodily Injury.

Appendix H

Michigan Department
of Transportation
5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM

[Clear Form](#)[Definitions](#)

MUNICIPALITY NAME <i>City of Charlevoix</i>	ROUTE <i>US 31</i>	EFFECTIVE DATE
--	-----------------------	----------------

SKETCH OF ROADWAY AND SNOW HAULING LIMITS

N/A

TOTAL WIDTH OF SNOW HAULING (WSH) ft	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM) ft
SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$ SHR: _____ / _____ = _____ %	

MUNICIPALITY SUBMITTED BY	
NAME	TITLE

MDOT APPROVED BY	
NAME	TITLE

**CITY OF CHARLEVOIX
RESOLUTION NO. 2024-08-01**

TO ENTER INTO CONTRACT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR STATE TRUCKLINE MAINTENANCE

WHEREAS, the City of Charlevoix agrees to enter into a Contract with the Michigan Department of Transportation (MDOT) for maintenance of State Truckline; and

NOW THEREFORE BE IT RESOLVED that the Charlevoix City Council, hereby authorizes City Manager Mark L. Heydlauff to execute the Contract on behalf of the City of Charlevoix.

RESOLVED this 7st day of August, 2024 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

Charlevoix City Council

Consent Agenda

Title: Half Ton Truck Lease Through Enterprise Fleet

Date: August 7, 2024

Presented By:

Background:

In the approved 2024/25 budget, we have allocated money to lease one additional half ton pick-up truck. This truck will be used for general purposes throughout the Public Works Department. This truck will be leased for a term of 24 months unless, at the end of this term, a longer time frame would be beneficial based on the resale value. This is consistent with the leasing program that we started a few years ago and to date there have not been any issues.

Recommendation:

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

Attachments:

1. 2025 GMC Sierra 1500 - Crew cab 4x4

Prepared For: City of Charlevoix Elliott, Pat				Date 07/12/2024 AE/AM AB3/rbr	
Unit #					
Year		2025	Make GMC		Model Sierra 1500
Series		Pro 4x4 Crew Cab 5.75 ft. box 147.4 in. WB			
Vehicle Order Type	Ordered	Term 24	State MI	Customer# 607192	
\$ 42,647.85		Capitalized Price of Vehicle ¹			
\$ 0.00		Sales Tax <u>0.0000%</u> State <u>MI</u>			
\$ 103.00		Initial License Fee			
\$ 0.00		Registration Fee			
\$ 300.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Tax on Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 43,050.85		Total Capitalized Amount (Delivered Price)			
\$ 688.81		Depreciation Reserve @ <u>1.6000%</u>			
\$ 333.74		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,022.55		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.00</u> Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Sales Tax <u>6.0000%</u>		State <u>MI</u>	
\$ 1,022.55		Total Monthly Rental Including Additional Services			
\$ 26,519.41		Reduced Book Value at <u>24</u> Months			
\$ 475.00		Service Charge Due at Lease Termination			

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

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color (0 I) Jet Black w/Vinyl Seat Trim

Lic. Plate Type Title Only

GVWR 0

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

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color (0 I) Jet Black w/Vinyl Seat Trim

Lic. Plate Type Title Only

GVWR 0

Quote based on estimated annual mileage of 9,100
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

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

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

LESSEE City of Charlevoix		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

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

VEHICLE INFORMATION:

2025 GMC Sierra 1500 Pro 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US

Series ID: TK10543

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$44,878.7	\$46,700.00 (Est.)
Total Options	\$241.15	\$265.00 (Est.)
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$47,114.85	\$48,960.00 (Est.)

SELECTED COLOR:

Exterior:	GAZ-(0 P) Summit White
Interior:	H2G-(0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP	
1SA	Preferred Equipment Group 1SA	NC	NC	(Est.)
1SZ	2.7L Turbo Engine Credit	\$-1,228.50	\$-1,350.00	(Est.)
A2S	4-Way Manual Driver Seat Adjuster	Included	Included	(Est.)
A7E	4-Way Manual Passenger Seat Adjuster	Included	Included	(Est.)
AED	Power Front Windows w/Passenger Express Down	Included	Included	(Est.)
AEQ	Power Rear Windows w/Express Down	Included	Included	(Est.)
AKO_	Deep-Tinted Glass	Included	Included	(Est.)
AQQ	Remote Keyless Entry	Included	Included	(Est.)
AU3	Power Door Locks	Included	Included	(Est.)
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included	(Est.)
AZ3	Front 40/20/40 Split-Bench Seat	Included	Included	(Est.)
BTM	Push Button Start	Included	Included	(Est.)
C49_	Electric Rear-Window Defogger	Included	Included	(Est.)
C5W	GVWR: 7,000 lbs (3,175 kg)	STD	STD	(Est.)
CGN	Spray-On Pickup Bedliner	\$495.95	\$545.00	(Est.)
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included	(Est.)
GAZ_01	(0 P) Summit White	NC	NC	(Est.)
GRILLE	Chrome Header w/Flat Black Grille Insert Bars	Included	Included	(Est.)
GU6	3.42 Rear Axle Ratio	STD	STD	(Est.)
H2G_02	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC	(Est.)
IOR	Radio: GMC Infotainment Audio System	STD	STD	(Est.)
KW5	220 Amp Alternator	Included	Included	(Est.)
L3B	Engine: TurboMax	Included	Included	(Est.)
MFC	Transmission: 8-Speed Automatic	STD	STD	(Est.)
NP0	Single Speed Transfer Case	Included	Included	(Est.)
PAINT	Solid Paint	STD	STD	(Est.)
PCI	Convenience Package	\$973.70	\$1,070.00	(Est.)
PDI	GMC Pro Safety	Included	Included	(Est.)
PPW	Wireless Apple CarPlay/Wireless Android Auto	Included	Included	(Est.)
QBN	Tires: 255/70R17 AS BW	STD	STD	(Est.)
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included	(Est.)
RD6	Wheels: 17" x 8" Silver Painted Steel	Included	Included	(Est.)
STDTM	Vinyl Seat Trim	STD	STD	(Est.)

CODE	DESCRIPTION	INVOICE	MSRP
T8Z	Buckle to Drive	Included	Included (Est.)
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included (Est.)
UBJ	2 Charge/Data USB Ports	Included	Included (Est.)
UE1	OnStar & GMC Connected Services Capable	Included	Included (Est.)
UE4	Following Distance Indicator	Included	Included (Est.)
UEU	Forward Collision Alert	Included	Included (Est.)
UF2	LED Cargo Area Lighting	Included	Included (Est.)
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included (Est.)
UHY	Automatic Emergency Braking	Included	Included (Est.)
UKJ	Front Pedestrian Braking	Included	Included (Est.)
UQF	6-Speaker Audio System Feature	Included	Included (Est.)
UVB	HD Rear Vision Camera	Included	Included (Est.)
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included (Est.)
VV4	Wi-Fi Hotspot Capable	Included	Included (Est.)
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC (Est.)
Z85	Standard Suspension Package	STD	STD (Est.)

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
Fender Flares: black fender flares
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Front Pedestrian Braking: front pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
 Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: DuraLife four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st and 2nd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: immobilizer
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover

Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Charlevoix City Council

Consent Agenda

Title: Michigan Municipal League Annual Meeting Notice-Designate Voting Delegate and Alternate

Date: August 7, 2024

Presented By:

Background:

Pursuant to the provisions of the Michigan Municipal League Bylaws, we are asked to designate an official representative attending the MML Fall Convention to cast the City's vote at the annual meeting on September 11, 2024 as well as an alternate. The meeting will be held for the following purposes: election of trustees, policy, and other business.

Recommendation:

Motion to designate Mayor Gennett to cast the vote of the City of Charlevoix at the MML's Annual Meeting held on September 11, 2024 and Council Member Kalbfell as the alternate.

Attachments:

1. Michigan Municipal League Annual Meeting Notice

July 5, 2024

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held on Mackinac Island, September 11-13, 2024. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, September 11 in the Terrace at the Grand Hotel. The meeting will be held for the following purposes:

1. **Election of Trustees.** To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. **Policy.** A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **August 11, 2024.**

3. **Other Business.** To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, **you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate.** Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than August 11, 2024.**

We love where you live.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

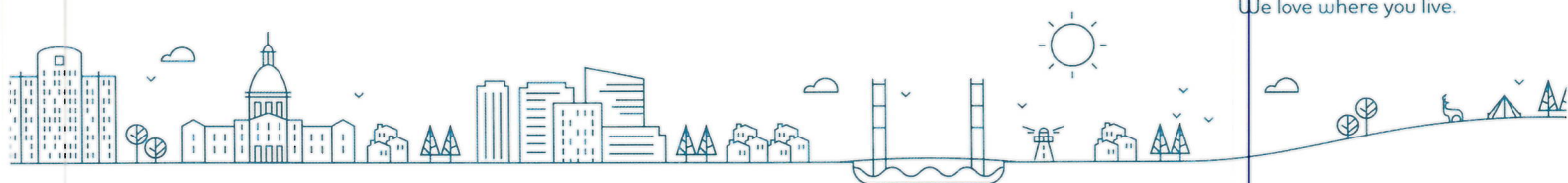
1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **August 11, 2024**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, “Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

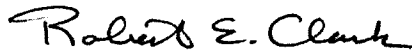


3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 10, 2024, at the Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,

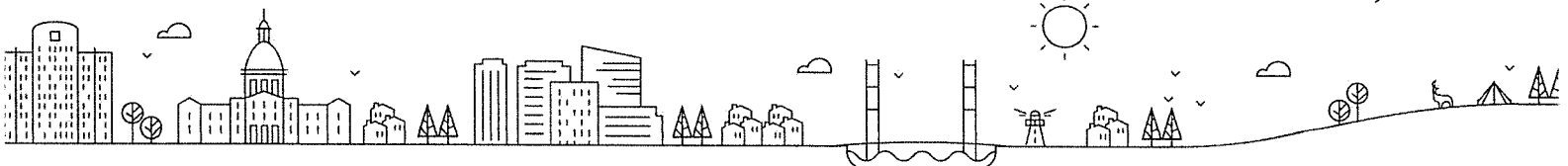


Robert E. Clark
President
Mayor, City of Monroe



Daniel P. Gilmartin
Executive Director & CEO

We love where you live.



Charlevoix City Council

Consent Agenda

Title: Investment Update from City Treasurer as of 8/7/24

Date: August 7, 2024

Presented By:

Background:

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

As of 8-7-2024, two CD's have matured and are listed at the top of the Investment Report. These CD's were re-invested with higher interest rates of 4.85% and 4.7% (new CD's are highlighted in yellow). There are Four additional CD's that will be maturing in 2024 (maturity dates are listed in red).

Recommendation:

Motion to receive the investment report as presented.

Attachments:

1. Investments FY 2024-25 as of 8-7-24

CITY OF CHARLEVOIX
SCHEDULE OF FISCAL YEAR 2023-24 INVESTMENTS
As of August 7, 2024

ACCOUNT# / CUSIP	BANK	AMOUNT	INVEST DATE	MATURITY DATE	CASHED?	ANNUAL RATE	TIME DAYS	EST TOTAL PROCEEDS	EST 24-25 PROCEEDS		
38150VDK2	Huntington - Goldman Sachs	250,000	7/8/2022	7/7/2024	Yes	3.300%	730	16,568	2,224		
6887508	CIBC - Private Bank	250,000	7/11/2022	7/15/2024	Yes	3.200%	735	16,333	2,356		
6809318	CIBC - Private Bank	250,000	2/21/2023	2/20/2025	NO	4.750%	730	23,750	10,606		250,000
6894143	CIBC - Private Bank	250,000	8/17/2022	8/16/2024	NO	3.350%	730	16,750	3,166		250,000
6975062	CIBC - Private Bank	630,000	3/8/2023	3/7/2025	NO	5.000%	730	63,000	29,429		630,000
33847GJS2	Huntington - Flagstar	250,000	7/11/2024	7/10/2026	NO	4.850%	729	24,217	8,737		250,000
06051V4P8	Huntington - Bank of America	250,000	11/1/2023	11/3/2025	NO	5.350%	733	26,860	13,375		250,000
6870388	CIBC - Private Bank	250,000	9/26/2022	9/25/2024	NO	4.150%	730	20,750	5,060		250,000
05612LAR3	Huntington - BMW Bank North America	250,000	7/13/2024	7/13/2026	NO	4.700%	730	23,500	8,402		250,000
15987UBK3	Huntington - Charles Schwab	250,000	4/25/2023	4/24/2025	NO	4.800%	730	24,000	12,000		250,000
587379AD0	Huntington - Mercantile Bank	250,000	4/30/2023	10/28/2024	NO	4.800%	548	18,000	6,953		250,000
90355GCYO	Huntington - UBS Bank USA	250,000	5/5/2023	5/5/2025	NO	4.800%	731	24,033	12,000		250,000
6933632	CIBC - Private Bank	250,000	8/16/2022	8/15/2024	NO	3.350%	730	16,750	3,143		250,000
											0
TOTALS:		\$3,130,000			Average Days & Totals:		717	314,511	117,451		3,130,000

Charlevoix City Council

Consent Agenda

Title: Adopt PA 152 Annual Exemption Option for the 2024-25 Medical Benefit Plan Coverage

Date: August 7, 2024

Presented By: Mark Heydlauff, City Manager

Background:

Public Act 152 (PA 152) or the Publicly Funded Health Insurance Contribution Act limits the amount public employers pay toward employee medical benefits.

The City has three options for complying with the requirements of PA 152, which it must do on an annual basis. The three options are:

1. “Hard Cap” Option – limits the amount the City may contribute annually to employees’ medical benefit plans based on coverage levels, as defined by the State Treasury on an annual basis. The contribution limits for CY 2023 are included in your agenda packets.
2. “80%/20%” Option – limits the City’s share of total annual health care costs to not more than 80%. This option requires a majority vote by the Council annually.
3. “Exemption” or “Opt Out” Option – the City may exempt itself from the requirements of PA 152 by an annual 2/3 vote of Council.

Since the law has been in effect, Council has voted unanimously to exempt the City from the requirements of PA 152. For the upcoming 2024-25 medical benefit plan coverage year which starts October 1st, staff recommends that Council again vote to exempt the City from the PA 152 requirements.

The Health Care Committee met on 07/31/2024 to review the upcoming Insurance rate changes and agreed to make some modifications:

The City of Charlevoix uses a hybrid approach to sharing costs with employees. Non-union, PLC, and CWA employees will continue to pay 20% for the higher cost plan and 5% for the lower cost HSA plan. For the 2024-25 insurance plan year, the City will still maintain two insurance plans.

HSA Plan: To continue with the same HSA plan, the cost would increase 16%. The Health Care Committee agreed to modify the current HSA Plan from a deductible of \$1,600/\$3,200 to \$2,000/\$4,000 and an out-of-pocket max from \$3,000/\$6,000 to \$4,000/\$8,000. By making these changes, the cost increase was reduced from 16% to 7.1%.

Traditional HMO Plan: To continue with this plan, the cost would increase 17.2%. The Health Care Committee agreed to modify the Deductible from \$1,000/\$2,000 to \$2,000/\$4,000. By making this change, the cost increase was reduced from 17.2% to 8.7%.

Recommendation:

Motion to approve Resolution 2024-08-02 adopting the annual exemption option as set forth in PA 152 for the City’s medical benefit plan coverage year of October 1, 2024 through September 31, 2025

in order to comply with the requirements of PA 152.

Attachments:

1. 2024 and 2025 Public Employer Contribution to Medical Benefit Plans Annual Cost Limitations - signed
2. Resolution 2024-08-02 PA 152



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY

RACHAEL EUBANKS
STATE TREASURER

March 19, 2024

**PUBLIC EMPLOYER CONTRIBUTIONS TO MEDICAL BENEFIT PLANS
ANNUAL COST LIMITATIONS – CALENDAR YEAR 2025**

For a medical benefit plan coverage year beginning on or after January 1, 2012, MCL 15.563, as last amended by 2018 Public Act 477, sets a limit on the amount that a public employer may contribute to a medical benefit plan.

For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. Specifically, the dollar amounts shall be adjusted, by October 1 of each year after 2011 and before 2019, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available. By April 1 of each year after 2018, the dollar amounts shall be adjusted by the change in the medical care component of the U.S. consumer price index for the most recent 12-month period for which data are available. For calendar year 2024, the limit on the amount that a public employer may contribute to a medical benefit plan was set to the sum of the following:

- \$7,702.85 times the number of employees and elected public officials with single-person coverage
- \$16,109.06 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$21,007.83 times the number of employees and elected public officials with family coverage.

The limits for 2025 equal the 2024 limits increased by **0.2 percent**. The 0.2 percent is the percentage change in the medical care component from the period March 2022-February 2023 to the period March 2023-February 2024.

Thus, for medical benefit plan coverage years beginning on or after January 1, 2025, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

- \$7,718.26 times the number of employees and elected public officials with single-person coverage
- \$16,141.28 times the number of employees and elected public officials with individual -and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$21,049.85 times the number of employees and elected public officials with family coverage.

Rachael Eubanks

Rachael Eubanks
State Treasurer

March 19, 2024

**CITY OF CHARLEVOIX
RESOLUTION NO. 2024-08-02**

RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152,
THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

WHEREAS, 2011 Public Act 152 (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011; and

WHEREAS, the Act contains three options for complying with the requirements of the Act; and

WHEREAS, the three options are as follows:

- 1) Section 3 - "Hard Caps" Option - limits a public employer's total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 - "80%/20%" Option - limits a public employer's share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 - "Exemption" Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body; and

WHEREAS, the City Council has decided to adopt the annual Exemption option as its choice of compliance under the Act.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Charlevoix elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year October 1, 2024 through September 30, 2025.

RESOLVED this 7th day of August, 2024 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

Absent:

Charlevoix City Council

Consent Agenda

Title: MERS 2024 Officer and Employee Delegate Certification Form

Date: August 7, 2024

Presented By:

Background:

We are presenting for City Council approval, the 2024 MERS Officer and Employee Delegate Certification form. Both an Employee and an Officer Delegate will represent the City of Charlevoix at the Annual MERS Conference on October 9, 10, and 11, 2024. Employees elected Ryan Leitner as their Employee Delegate and Mark Heydlauff will serve as the Officer Delegate.

Recommendation:

Motion to approve the MERS 2024 Officer and Employee Delegate Certification Form.

Attachments:

1. DelegateForm2024

2024 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | October 2024

Please print clearly • **Scan and attach this file when you register online** • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name
Mark Heydlauff

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2024 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on October 9, 2024.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name
Ryan Leitner

Employee Alternate name
Andrew Whitley

Employee delegate and alternate listed above were elected to serve during the 2024 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on October 9, 2024.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*		Municipality number*	Email address	
City of Charlevoix		1505	pattyd@charlevoixmi.gov	
Employer address	Employer city	Employer state	Employer zip code	
210 State St.	Charlevoix	MI	49720	
Printed name	Title of authorized authority*			
Mark Heydlauff	City Manager			
Authorized signature*			Date	

* Required field

2
ways to
complete

1. You may complete it electronically (an electronic authorized signature is permissible), then save it and upload it when registering your delegate(s) – OR –
2. You may print it off and complete it, then scan and upload it to your computer for uploading when you register your delegate(s).

Charlevoix City Council

Public Hearings and Actions Requiring Public Hearings

Title: Pinebridge Place PILOT Ordinance

Date: August 7, 2024

Presented By: Mark Heydlauff, City Manager

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 (NHCDC). This ordinance is based on a model ordinance from the Michigan State Housing Development Authority (MSHDA) and NHCDC. 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.

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.

The Public Hearing for this ordinance was held on July 15 but the full City Council as not present to vote on the ordinance in accord with the Charter.

Recommendation:

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

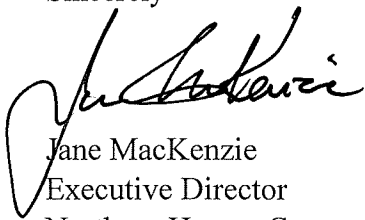
Northern Homes is requesting to purchase the property at 1522 Bridge Street for \$1.00.

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

PROGRESSIVE NORTH L.L.C.
 2000 W. 10TH AVENUE
 SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112
 WWW.PROGRESSIVENORTH.COM

PROJECT NO.
 2011-01
 DATE: 11/11/11

DESIGNED BY
 DATE: 11/11/11

CHECKED BY
 DATE: 11/11/11

SCALE: 1" = 20'-0"

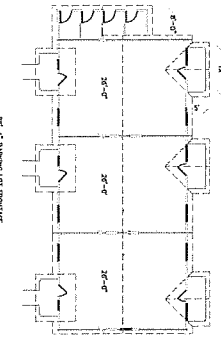
UNIT AREA: 910 GROSS SQ. FT.

SP1

Building Plan

NO SCALE

8'-0" SHED ROOF RAMP



8'-0" SHED ROOF RAMP

C/L US-31 100' WIDE (PUBLIC)

BENCHMARK 6
 SPK IN LIFT 13.2
 ELEVATION = 6462.4

16" RCP NE INV = 639.24

CB-380
 RIM = 643.26

ST-205
 RIM = 643.71
 30" RCP SE INV = 637.66
 16" RCP NE INV = 638.54
 24" RCP NW INV = 636.94
 16" RCP SW INV = 638.61

SITE DATA

SITE AREA: 0.68 GROSS ACRES / 29,620.8 GROSS SQ. FT. SITE AREA
 ZONING: GENERAL COMMERCIAL / MULTI-FAMILY
 DWELLING UNITS: (6) - (2) BDRN / (2) BATH UNITS
 BLOC. HEIGHT: (1) STORY 20'-0" HGT.
 SETBACKS: 15' FRONT YD. / 10' INTERIOR SIDE YARD ALL SITE & REAR YARDS

C/L MARION CENTER ROAD
 100' WIDE PER CITY (PUBLIC)

SMH-394

RIM = 642.70

20" PLASTIC SSV INV = 637.67

24" PLASTIC HWY INV = 631.63

ST-395

RIM = 642.52

16" RCP WSW INV = 637.20

12" RCP SSE INV = 637.00

20" RCP NE INV = 636.62

CB-445

RIM = 641.64

CB-442

RIM = 641.91

16" RCP SW INV = 638.13

16" RCP WSW INV = 638.16

16" RCP NINE INV = 638.14

CB-396

RIM = 641.08

16" RCP NE INV = 638.00

CB-448

RIM = 641.64

CB-447

RIM = 641.91

CB-446

RIM = 641.91

CB-445

RIM = 641.91

CB-444

RIM = 641.91

CB-443

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CB-442

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CB-441

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CB-440

RIM = 641.91

CB-439

RIM = 641.91

CB-438

RIM = 641.91

CB-437

RIM = 641.91

E-W 1/4 LINE SECTION 34

STOVER RD

C/L STOVER ROAD 66' WIDE (PUBLIC)

BENCHMARK 9
 TOP OF CURB
 ELEVATION = 644.43

10' RCP SE INV = 638.00

16" RCP SE INV = 638.00

20" RCP SE INV = 638.00

24" RCP SE INV = 638.00

28" RCP SE INV = 638.00

32" RCP SE INV = 638.00

36" RCP SE INV = 638.00

40" RCP SE INV = 638.00

44" RCP SE INV = 638.00

48" RCP SE INV = 638.00

52" RCP SE INV = 638.00

56" RCP SE INV = 638.00

60" RCP SE INV = 638.00

64" RCP SE INV = 638.00

68" RCP SE INV = 638.00

72" RCP SE INV = 638.00

76" RCP SE INV = 638.00

80" RCP SE INV = 638.00

84" RCP SE INV = 638.00

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92" RCP SE INV = 638.00

96" RCP SE INV = 638.00

100" RCP SE INV = 638.00

104" RCP SE INV = 638.00

108" RCP SE INV = 638.00

E-W 1/4 LINE SECTION 34

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E-W 1/4 LINE SECTION 34

STOVER RD

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104" RCP SE INV = 638.00

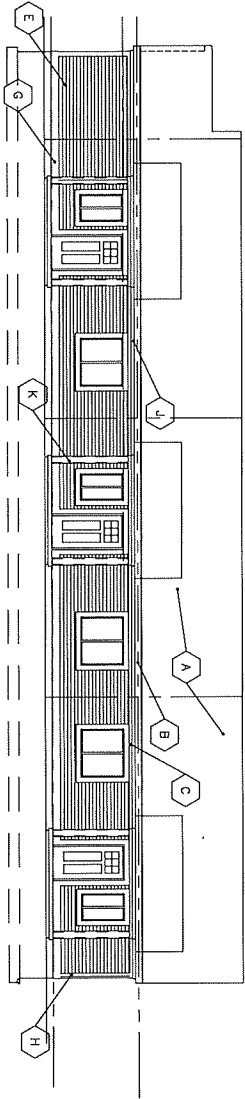
108" RCP SE INV = 638.00

E-W 1/4 LINE SECTION 34

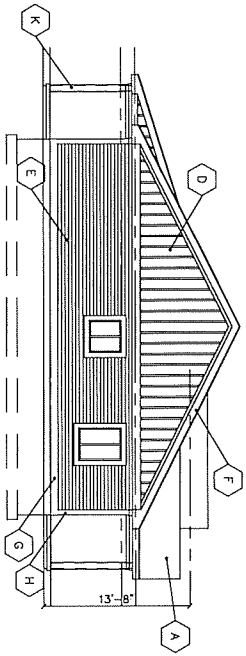
STOVER RD

P.O. Box 58
Tombstown, NJ 08778
201.487.9200
Email: tom@progressive.net
Web: www.progressive.net

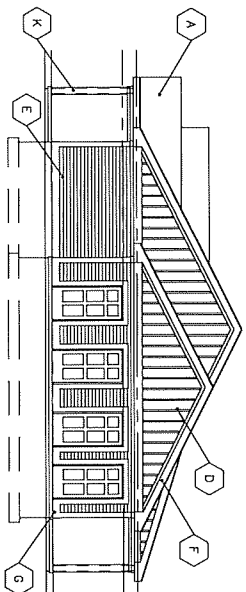
Issued For:
REVIEW
03.24.24
REVISED / REVIEW
04.12.24



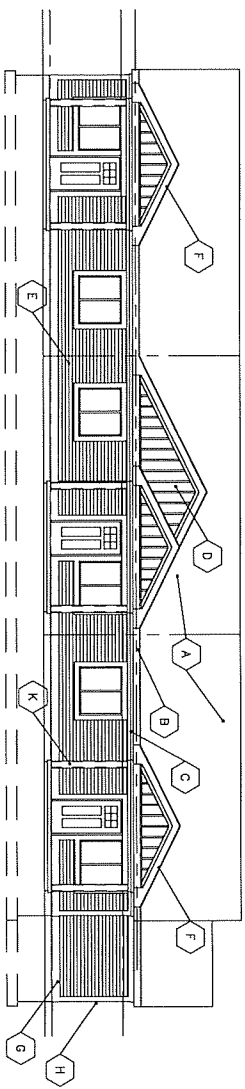
Preliminary Rear / Parking Lot Elevation
SCALE: 3/16" = 1'-0"



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



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

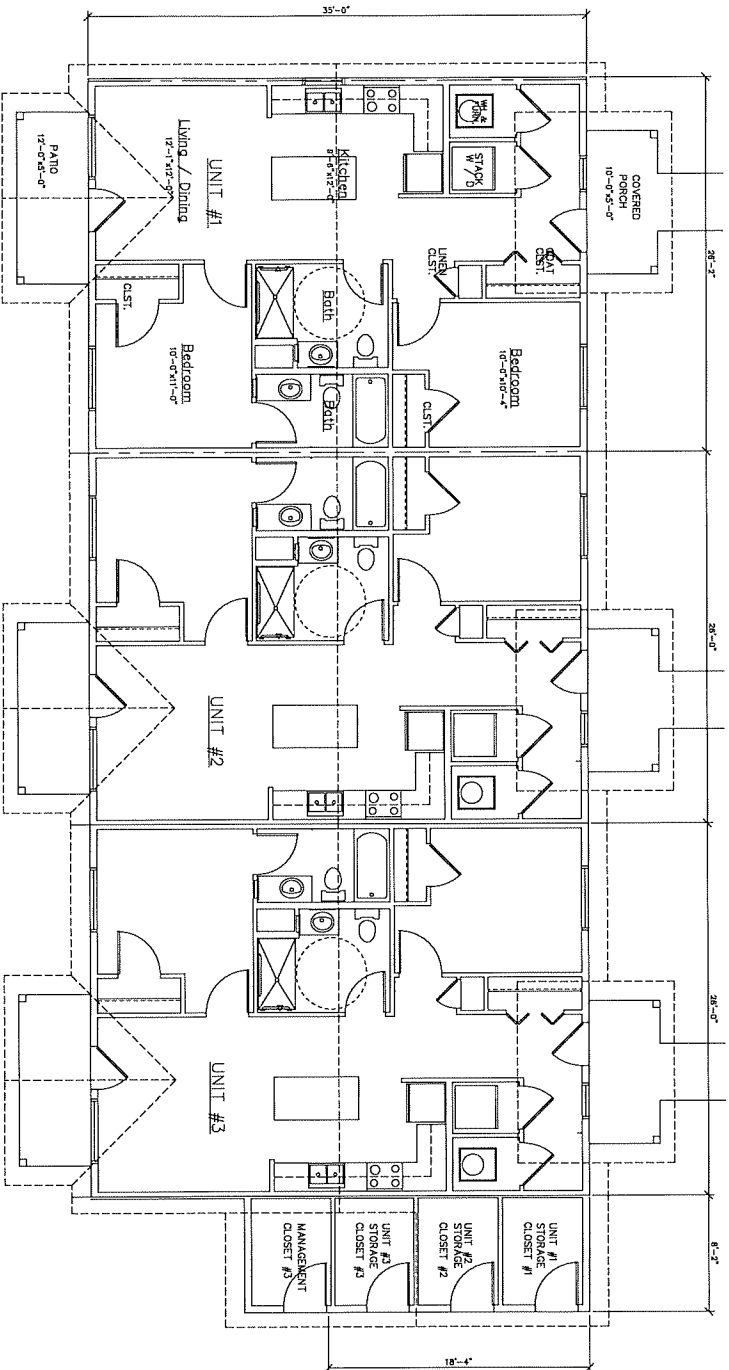


Preliminary Front / Road Elevation
SCALE: 3/16" = 1'-0"

- 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 SHIRT 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:	DS
Date:	03.24.24
Sheet Number:	A2

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

::ODMA\HODMA\Cheboygan;11011;1

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: August 7, 2024

Presented By:

Background:

A. Return of the Goats

As part of our annual maintenance program at Lake Michigan Beach Park on Park Avenue, the goats will be returning. Currently, they are expected to arrive back in town on Saturday morning and they'll be here for a few days. This is part of our fun and environmentally-friendly plan to maintain the natural dune area at the park. The goats will eat and safely digest pests like poison ivy and clean-up undergrowth.

B. Lindsey Dotson and the DDA

Since Council last met, Lindsey Dotson gave her notice and concluded work as the Executive Director of the Charlevoix Downtown Development Authority. I appreciate Lindsey's service in Charlevoix over the past 7.5 years. She is passionate about historic preservation and economic development and put those skills to use in our downtown in countless ways. She has been instrumental in implementing our brand identity over the years, helped create the wayfinding signage we have now, and worked with the Historic District Commission to enhance the Earl Young Historic District and help Charlevoix become a certified local government. She fostered our participation in the Redevelopment Ready Communities Program and I joined her in presenting some of our housing work at the National Rural Housing Conference last fall in Washington, DC.

Going forward, I will be covering things in the short-term and I anticipate the DDA Board will be meeting soon to formalize an interim plan and discuss the future of the authority's staffing.

C. EPA Cleanup

As you know, there was an EPA Open House earlier this week to provide project updates. I talked with one of the EPA folks this week about the project. He indicated they are likely to begin demolition and remediation this winter--at least on the parcel on Antrim Street. Going forward, it is unclear whether the state of Michigan will be accepting the property once remediated or if the City might be able to acquire it. As this develops, I'll update you but I certainly believe the prospect of the City having a role in restoring housing on these parcels would be good for our community.

D. Adult Softball Field

After several weeks of planning and the City Attorney preparing documents for a ballot measure, I learned from the Superintendent of Charlevoix Public Schools that the Board of Education changed it's mind about acquiring the adult softball field to construct tennis courts. We believed this would be a great solution to expand tennis offerings in the community--especially for high school sports and thus allowing us to expand pickleball offerings. I understand the board will be looking further at tennis options; we'll be focused on pickleball needs.

Recommendation:

Attachments:

1. Police Monthly Report-June 2024

CITY OF CHARLEVOIX

POLICE ACTIVITY REPORT FOR THE MONTH OF JUNE 2024

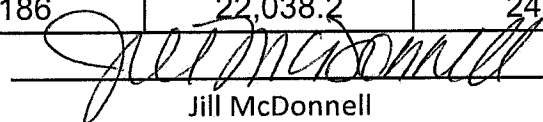
ITEM	TOTAL THIS MONTH	MONTH YEAR PRIOR	TOTAL THIS YEAR	TOTAL LAST YEAR
TRAFFIC CITATIONS	28	12	148	30
TRAFFIC WARNINGS	80	68	290	280
TRAFFIC CONTACTS	101	86	407	316
MOTORIST/CITIZEN ASSIST	11	23	60	104
POLICE ASSIST	38	38	164	156
MEDICAL RESPONSE	7	14	33	63
PAPER SERVICE	1	2	3	8
RESIDENTIAL/COMMERCIAL	4	15	68	180
FELONY ARRESTS	1	0	5	7
MISDEMEANOR/NTA ARRESTS	7	3	35	22
WARRANT ARRESTS	0	4	11	14
WARRANT ATTEMPTS	0	1	5	4
TRAFFIC CRASH 9300-1	5	12	17	37
TRAFFIC CRASH 9300-2	3	12	15	22
GENERAL ASSISTS/OTHER	150	262	732	1,649
FUNERAL ESCORTS	1	3	2	5
ALARMS	3	8	24	36
SCHOOL PATROL	1	9	71	124
SCHOOL PRESENTATIONS	0	0	0	0
PARKING/SNOW TICKETS	34	37	93	202
PARKING METER TICKETS	257	806	492	911
LIQUOR INSPECTIONS	0	12	24	84
ORIGINAL COMPLAINTS	35	43	147	161
CLOSED COMPLAINTS	22	23	113	110
FOLLOW-UP/SUPPLEMENTS	23	25	109	55
MENTAL HEALTH INCIDENTS	4	-	6	-
PATROL MILES	5,244	4,186	22,038.2	24,529

TOTAL MILEAGE #87-1

TOTAL MILEAGE #87-2

TOTAL MILEAGE #87-3

5,244



Jill McDonnell
Chief of Police

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: August 7, 2024

Presented By:

Background:

Recommendation:

Attachments:

None