



Agenda
City of Charlevoix City Council Regular Meeting
Monday, July 7, 2025 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
 - A. Mayoral Proclamation: Designation of July as Park and Recreation Month
Lyle Gennett
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - June 16, 2025
 - B. Accounts Payable and Payroll Check Registers
 - C. Request to use Odmark Pavilion: Hubbardston Irish Dance Troupe
 - D. Investment Update from City Treasurer (7/07/2025)
 - E. Michigan Township Participating Plan Grant Application-In Vehicle Cameras
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. 2025 Venetian Festival Approvals
 - B. Establishment of Ball Field Rental Fee
Kent Knorr, Recreation Director
 - C. Commercial Dockage for the Harbor Princess
Kent Knorr, Recreation Director
 - D. City Hall Roof Replacement-Contract Approval
Mark Heydlauff, City Manager
 - E. T-Hangar Short Term Rental Agreement
Mark Heydlauff, City Manager
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments
- 9. Other Council Business**

10. Adjourn

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

Charlevoix City Council

Presentations

Title: Mayoral Proclamation: Designation of July as Park and Recreation Month

Date: July 7, 2025

Presented By: Lyle Gennett

Background:

Recommendation:

Attachments:

1. 2025 July Parks and Recreation Month Proclamation



**Mayoral Proclamation
Designation of July as Park and Recreation Month**

- WHEREAS,** parks and recreation are essential pillars of a vibrant, healthy community, enriching the lives of residents and visitors throughout the City of Charlevoix; and
- WHEREAS,** the Charlevoix Recreation Department promotes public well-being through the stewardship of inclusive and engaging spaces, including the beloved Dog Park and the newly completed Mt. McSauba playground, which offer opportunities for physical activity, social connection, and outdoor enjoyment; and
- WHEREAS,** access to recreation and green space improves physical and mental health, helping to lower rates of chronic illness, reduce stress, and enhance overall community wellness; and
- WHEREAS,** the Charlevoix Farmers Market supports health and wellness by providing access to fresh, local food, encouraging healthy eating habits, and fostering social interaction in a vibrant community setting; and
- WHEREAS,** the City of Charlevoix continues to invest in facilities such as the Mt. McSauba Ski Hill and Charlevoix Golf Course, preserving green infrastructure and providing high-quality recreational opportunities for residents of all ages; and
- WHEREAS,** parks, trails, and recreation programs play a vital role in youth development, offering safe, active spaces for learning, exploration, and community connection; and
- WHEREAS,** parks and recreation contribute significantly to the local economy by attracting tourism, increasing property values, and supporting small businesses; and
- WHEREAS,** the City of Charlevoix recognizes the vital role of its parks and recreation system, including the Charlevoix City Marina in promoting environmental resilience, nurturing a strong sense of place, and preserving the natural beauty that defines our lakeside community; and
- WHEREAS,** both the U.S. House of Representatives and the Governor of Michigan have designated July as Parks and Recreation Month;

NOW, THEREFORE, BE IT RESOLVED, that the City of Charlevoix hereby proclaims the month of July as Park and Recreation Month, and encourages all residents to enjoy, recognize, and celebrate the abundant recreational opportunities that make Charlevoix a vibrant, healthy, and connected place to live.

Given under my hand this 7th day of July 2025.

Lyle Gennett

Mayor

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - June 16, 2025

Date: July 7, 2025

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. 2025.06.16 CC DRAFT

City of Charlevoix
City Council Regular Meeting Minutes
Monday, June 16, 2025 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

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

2. Roll Call

Mayor: Lyle Gennett
Members Present: Shane Cole, Aaron Hagen, Janet Kalbfell, Phil Parr
Members Absent: Mark Knapp, Richard Spring
City Manager: Mark L. Heydlauff
City Clerk: Sarah J. Dvoracek

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

Council Member Parr asked about the Colorado Club Paving Project. City Manager Heylauff answered questions.

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: Hagen, Kalbfell, Parr, Cole

Nays: None

Absent: Knapp, Spring

Motion carried.

A. City Council Meeting Minutes - June 2, 2025

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
06/05/2025	Special Accounts Payable Run	\$15,062.31
06/06/2025	Payroll (net pay)	\$145,733.56
06/06/2025	Payroll Remittance Checks	\$6,874.28
06/17/2025	Regular Accounts Payable	\$437,302.26
06/02/2025-06/10/2025	ACH/WIRE Payments	\$154,597.26
Grand Total		\$759,569.67

The entire accounts payable and payroll check registers can be viewed on [our website](#).

C. Colorado Club Paving Project: \$31,960

Motion to approve Rieth-Riley's June 3, 2025 proposal to repave the access drive into the Colorado Club in the amount of \$31,960 as presented.

D. Boyne Thunder Request

Motion to approve the use of Bridge Park for Boyne Thunder Poker Run.

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

A. Mayoral Appointments

Mayor Lyle Gennett

Mayor Gennett presented information on his mayoral appointment recommendation.

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

Motion by Hagen, seconded by Cole to confirm the mayor's appointment of Terrie Paulson to the Farmers Market Advisory Committee for a term to expire on April 30, 2028.

Yeas: Hagen, Kalbfell, Parr, Cole

Nays: None

Absent: Knapp, Spring

Motion carried.

8. Reports and Communications

A. Public Comment

B. City Manager's Comments

C. Mayor and Council Comments

- Council Member Kalbfell had questions about the last Council meeting regarding the deer topic discussion. City Manager Heydlauff answered questions.

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:04 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: July 7, 2025

Presented By:

Background:

Recommendation:

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

Attachments:

1. Accounts Payable and Payroll Check Registers

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 06/16/2025 - 06/16/2025

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: PAPER CHECK - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/16/2025	145240	FAITH LAWN AND PROPERTY MAINT	10,000.00
1 TOTALS:			
Total of 1 Checks:			10,000.00
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			10,000.00

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

06/16/25 Special Accounts Payable Run	\$	10,000.00
06/20/25 Payroll (net pay)	\$	141,535.10
06/20/25 Payroll Remittance Checks	\$	6,331.27
06/23/25 Special Accounts Payable Run	\$	65,179.40
07/08/25 Regular Accounts Payable	\$	225,332.24
Checks Sub-Total:	\$	448,378.01

HUNTINGTON NATIONAL BANK - EFT/WIRE PAYMENTS

06/16/25 MI Public Power Agency	\$	12,767.53
06/20/25 IRS (Payroll Tax Deposit)	\$	50,524.06
06/20/25 Alerus Financial (HCSP)	\$	558.00
06/20/25 Vantagepoint (401 Plan)	\$	1,276.39
06/20/25 Vantagepoint (457 Plan)	\$	26,345.04
06/20/25 Vantagepoint (Roth IRA)	\$	1,285.00
06/20/25 State of MI (Withholding Tax)	\$	7,568.21
06/20/25 MERS (Defined Benefit Plan)	\$	73,240.78
06/20/25 Enterprise FM Trust (fleet lease)	\$	7,789.88
06/23/25 MI Public Power Agency	\$	3,866.83
06/25/25 MI Public Power Agency	\$	319,983.90
06/30/25 MI Public Power Agency	\$	128.15
ACH Sub-Total:	\$	505,333.77

Huntington National Bank Total: \$ 953,711.78

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

07/08/25 Tax Disbursement	\$	25,246.36
Charlevoix State Bank Total:	\$	25,246.36
Grand Total:	\$	978,958.14

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 0000000023

Name	Check Date	Gross	Net
HEYDLAUFF, MARK L.	06/20/2025	6,009.39	4,052.27
DVORACEK, SARAH J.	06/20/2025	3,283.44	2,495.96
DeROSIA, PATRICIA E.	06/20/2025	162.92	93.54
KLOOSTER, ALIDA K.	06/20/2025	3,016.00	2,062.30
BARNEVELD, RICHELLE L.	06/20/2025	2,147.93	1,519.08
SCHULZ, GINNY L.	06/20/2025	2,267.21	1,629.64
JENKINS, JESSICA-RAE A.	06/20/2025	2,240.00	1,781.98
MILLER, FAITH G.	06/20/2025	1,483.28	896.63
MCGINN, KELLY A.	06/20/2025	3,683.51	2,379.64
SCHEEL, JONATHAN D.	06/20/2025	3,182.40	2,235.27
MCDONNELL, JILL L.	06/20/2025	3,711.09	2,167.57
UMULIS, MATTHEW T.	06/20/2025	3,199.71	1,918.67
ORBAN, BARBARA K.	06/20/2025	2,902.53	1,648.19
RILEY, DENISE M.	06/20/2025	750.46	609.82
MUNK, CHRISTOPHER J.	06/20/2025	2,818.73	1,758.34
CHRISTIANSEN, BRIAN D.	06/20/2025	2,503.46	1,749.77
RAMIREZ, CHARLES V.	06/20/2025	2,301.40	1,611.25
MARTIN, DONALD L.	06/20/2025	2,464.40	1,584.67
YOUNG, KRISTEN L.	06/20/2025	2,163.19	1,547.88
CONWAY, PATRICK G.	06/20/2025	536.50	413.17
MACGILLIVRAY, ROGER	06/20/2025	1,106.88	910.37
DOTSON, WILLIAM R.	06/20/2025	864.00	732.47
KALLMAN, ARIN J.	06/20/2025	901.00	793.79
WURST, RANDALL W.	06/20/2025	3,249.75	1,650.82
HILLING, NICHOLAS A.	06/20/2025	3,396.91	2,100.90
MEIER III, CHARLES A.	06/20/2025	2,767.44	1,650.81
ZACHARIAS, STEVEN B.	06/20/2025	3,266.89	1,958.40
NEWMAN, MARK J.	06/20/2025	3,536.30	2,307.49
LOUGHMILLER, JOHN A.	06/20/2025	2,505.60	1,812.78
GRIFFITH, JOHN J.	06/20/2025	5,111.51	2,787.54
EATON, BRAD A.	06/20/2025	4,462.69	2,700.22
WILSON, TIMOTHY J.	06/20/2025	4,290.40	3,095.77
LAVOIE, RICHARD L.	06/20/2025	4,241.40	2,682.19
STERRETT, PHILLIP R.	06/20/2025	3,493.16	2,286.13
STEVENS, BRANDON C.	06/20/2025	4,288.40	2,578.59
WHITLEY, ANDREW T.	06/20/2025	5,268.23	3,150.71
FARRELL, MITCHELL L.	06/20/2025	2,618.75	1,700.34
ANDERSON, ELIZABETH A.	06/20/2025	2,173.60	1,410.81
KENWABIKISE, DAVID L.	06/20/2025	1,980.80	1,376.08
DVORACEK, BRIAN N.	06/20/2025	790.00	644.95
ELLIOTT, PATRICK M.	06/20/2025	5,107.72	3,505.01
MORRISON, KEVIN P.	06/20/2025	2,817.72	1,668.54
FURGESON, JUSTIN L.	06/20/2025	2,481.94	1,826.43
BRADLEY, KELLY R.	06/20/2025	3,335.10	2,004.25
HART II, DELBERT W.	06/20/2025	2,682.23	1,663.49
JONES, ROBERT F.	06/20/2025	2,699.48	1,749.76
THORP, WILLIAM D.	06/20/2025	2,245.21	1,397.69
LEITNER, RYAN S.	06/20/2025	2,605.97	1,815.42
NOWKA, STEPHEN P.	06/20/2025	2,688.78	1,949.17
RILEY, DANIEL A.	06/20/2025	3,151.71	2,253.48
REID, ROB A.	06/20/2025	2,335.29	1,607.33
DORAN, JUSTIN J.	06/20/2025	3,447.12	2,611.64
CONWAY, ANNEMARIE	06/20/2025	54.00	47.57
FINNERTY, HOLLY E.	06/20/2025	1,480.00	1,204.68
WILSON, SAMUEL J.	06/20/2025	1,120.00	940.20
POIROT, KENNETH R.	06/20/2025	1,138.50	954.29
PORATH, MEGAN C.	06/20/2025	37.50	33.04
PARRISH, JASON P.	06/20/2025	1,008.00	888.05
SPEER, LIAM M.	06/20/2025	965.25	811.55
SOBER, FLYNN C.	06/20/2025	1,219.75	1,016.12
HOFFMAN, MICHAEL G.	06/20/2025	493.00	434.33
POHL, ALAN J.	06/20/2025	127.50	112.32
WOOD, DIANA G.	06/20/2025	1,023.75	857.25
HIGGINS, THERESE M.	06/20/2025	400.50	352.84
CRANDELL, ZACKARY R.	06/20/2025	1,023.75	847.12
GRYBAUSKAS, BRAYLON L.	06/20/2025	952.00	801.21
SOBLESKI, TREVOR L.	06/20/2025	1,341.00	1,098.91
RABIDEAU, JACOB L.	06/20/2025	1,299.38	1,067.24
BORTHS, MICHAEL J.	06/20/2025	952.00	801.21
KNORR, KENT J.	06/20/2025	3,384.74	2,399.12
ANZELL, BETH A.	06/20/2025	2,333.22	1,729.45
STEBE, LAURA A.	06/20/2025	19.38	17.90
STEWART, SPENCER P.	06/20/2025	619.75	541.72

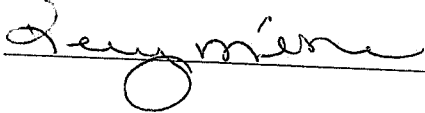
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CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 0000000023

Name	Check Date	Gross	Net
MCDERMOTT, DENNIS J.	06/20/2025	2,999.20	2,305.00
LLEWELLYN, OLIVIA M.	06/20/2025	1,209.00	986.97
WHITE, MARCUS W.	06/20/2025	203.50	179.28
GALSTERER, CAROLINE R.	06/20/2025	1,286.50	1,026.36
LAWRENCE, JEFFREY A.	06/20/2025	17.00	14.98
BEECHERL, GRACE M.	06/20/2025	1,343.00	1,077.96
CUNNINGHAM, ABIGAIL A.	06/20/2025	1,909.00	1,520.79
WALKER, MEREDITH A.	06/20/2025	327.51	288.54
JAREMA, ALISON K.	06/20/2025	37.00	34.17
PHILP, DAVAYAH A.	06/20/2025	656.00	562.20
BIRD, SPENCER H.	06/20/2025	538.13	483.57
ELGART, SARAH N.	06/20/2025	510.00	458.80
GILL, DAVID R.	06/20/2025	1,843.37	1,500.07
LABLANCE, MAUREEN J.	06/20/2025	532.00	466.13
LIVINGSTON, BRIAN D.	06/20/2025	2,850.55	2,216.23
WHITLEY, BENJAMIN W.	06/20/2025	508.00	447.56
KLOOSTER, PATRICK H.	06/20/2025	552.75	386.98
COX, RONALD L.	06/20/2025	206.25	131.71
WAY, KRISTINA M.	06/20/2025	172.00	158.83
PARKER, SCOTT W.	06/20/2025	144.00	132.98
NISWANDER, WILLIAM M.	06/20/2025	787.50	657.20
DOAN, RALPH W.	06/20/2025	393.75	346.90
HALVERSON, DENNIS S.	06/20/2025	285.00	251.09
MOORE, GARY G.	06/20/2025	288.75	263.88
METZGER, CHARLES R.	06/20/2025	322.50	293.60
SCHOLEY, ROBERT W.	06/20/2025	3,518.10	2,374.88
MCCRANEY, RUSSELL R.	06/20/2025	2,978.20	2,237.12
POSTMUS, ANTHONY H.	06/20/2025	2,337.60	1,629.62
REECE, DANIEL A.	06/20/2025	2,998.32	2,235.71
GRAY, DAVID A.	06/20/2025	1,680.00	1,305.50
WADKINS, LOGAN M.	06/20/2025	1,359.75	987.18
TRAVERS, MANUEL J.	06/20/2025	1,268.80	1,078.18
Totals: 105		203,795.53	141,535.10

Approved By: 

Date: 6/17/25

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 06/20/2025 - 06/20/2025

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: PAPER CHECK - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/20/2025	145244	4FRONT CREDIT UNION	1,510.58
06/20/2025	145245	AMERICAN FAMILY LIFE	532.65
06/20/2025	145246	CHARLEVOIX STATE BANK	1,555.00
06/20/2025	145247	COMMUNICATION WORKERS OF AMER	673.67
06/20/2025	145248	MI STATE DISBURSEMENT UNIT	116.55
06/20/2025	145249	PRIORITY HEALTH	1,517.57
06/20/2025	145250	THE HARTFORD	395.19
06/20/2025	145251	VELO LAW OFFICE	30.06
1 TOTALS:			
Total of 8 Checks:			6,331.27
Less 0 Void Checks:			0.00
Total of 8 Disbursements:			6,331.27

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 06/23/2025 - 06/23/2025

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: PAPER CHECK - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/23/2025	145255	AT&T	1,588.61
06/23/2025	145256	AT&T MOBILITY	845.67
06/23/2025	145257	CHARLEVOIX STATE BANK	7,749.57
06/23/2025	145258	CHARTER COMMUNICATIONS	1,060.57
06/23/2025	145259	DELTA DENTAL	3,467.53
06/23/2025	145260	GREAT LAKES ENERGY COOPERATIV	237.17
06/23/2025	145261	PRIORITY HEALTH	49,680.46
06/23/2025	145262	VSP INSURANCE CO. (CT)	549.82
1 TOTALS:			
Total of 8 Checks:			65,179.40
Less 0 Void Checks:			0.00
Total of 8 Disbursements:			65,179.40

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 07/08/2025 - 07/08/2025

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: PAPER CHECK - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
07/08/2025	145263	ABILITA	2,250.00
07/08/2025	145264	ADVANCED PAVEMENT MARKING LLC	29,952.54
07/08/2025	145265	AMAZON CAPITAL SERVICES	1,682.66
07/08/2025	145266	AMERICAN LEGAL PUBLISHING COR	10.00
07/08/2025	145267	APPRIVER LLC	2,495.40
07/08/2025	145268	ART'S AUTO & TRUCK PARTS	31.28
07/08/2025	145269	AT YOUR SERVICE PLUS INC	560.00
07/08/2025	145270	AVFUEL CORPORATION	89,432.41
07/08/2025	145271	AW & SONS SERVICES LLC	14,753.06
07/08/2025	145272	BETH VARTY	51.71
07/08/2025	145273	BRADFORD MASTER DRYCLEANERS	52.30
07/08/2025	145274	CDW GOVERNMENT	901.51
07/08/2025	145275	CHARLEVOIX CHEESE COMPANY	123.00
07/08/2025	145276	CHARLEVOIX SCREEN MASTERS INC	690.00
07/08/2025	145277	CHARLEVOIX TOWNSHIP TREASURER	89.90
07/08/2025	145278	CHEMICAL SYSTEMS INC.	5,376.00
07/08/2025	145279	CHRISTOPHER J MUNK	450.50
07/08/2025	145280	CIVIC SYSTEMS LLC	1,470.00
07/08/2025	145281	CONWAY PROFESSIONAL SERVICES	7,375.00
07/08/2025	145282	CRYSTAL CLEAN LLC	242.50
07/08/2025	145283	DIXON ENGINEERING INC	1,850.00
07/08/2025	145284	DWAIN M ABRAMOWSKI	500.00
07/08/2025	145285	ELLSWORTH FARMERS EXCHANGE	1,445.24
07/08/2025	145286	FAITH G MILLER	46.20
07/08/2025	145287	FARMER WHITE'S	438.00
07/08/2025	145288	FOLKLOR WINE & CIDER	58.00
07/08/2025	145289	GERBER'S HOMEMADE SWEETS	113.00
07/08/2025	145290	GORDON FOOD SERVICE	417.28
07/08/2025	145291	GRAINGER	47.12
07/08/2025	145292	GRAINGER	1,104.59
07/08/2025	145293	HACH COMPANY	2,752.83
07/08/2025	145294	HAGGARD PLUMBING & HEATING	4,350.00
07/08/2025	145295	HARRELL'S LLC	2,457.50
07/08/2025	145296	HILLSIDE HARVEST FARM LLC	106.00
07/08/2025	145297	HYDE SERVICES LLC	89.87
07/08/2025	145298	INTEGRITY BUSINESS SOLUTIONS	121.52
07/08/2025	145299	IPS GROUP INC	147.55
07/08/2025	145300	JACKLIN STEEL SUPPLY CO	283.50
07/08/2025	145301	JASON SCHUMER	1,908.90
07/08/2025	145302	JOE ALBRING	27.13
07/08/2025	145303	JOHN J GRIFFITH	301.00
07/08/2025	145304	JOJO'S COOKIE COMPANY LLC	71.00
07/08/2025	145305	JOY HALVERSON	45.00
07/08/2025	145306	KALAMAZOO SANITARY SUPPLY LLC	1,176.61
07/08/2025	145307	KK'S FARM	134.00
07/08/2025	145308	KNIGHTS TOOLS LLC	100.50
07/08/2025	145309	KRAFT BUSINESS SYSTEMS INC	39.53
07/08/2025	145310	LAUREN KWAPISZ	35.37
07/08/2025	145311	LAURIE HUGHES	435.00
07/08/2025	145312	MACQUEEN EQUIPMENT LLC	84.47
07/08/2025	145313	METTLER TOLEDO INC	482.67
07/08/2025	145314	MICHIGAN MUNICIPAL LEAGUE	97.12
07/08/2025	145315	MICHIGAN RURAL WATER ASSN	850.00
07/08/2025	145316	NCL OF WISCONSIN INC	790.67
07/08/2025	145317	NORTHERN LAKES ECONOMIC ALLIA	3,500.00
07/08/2025	145318	NUCO2 LLC	235.05
07/08/2025	145319	OLSON & HOWARD PC	803.00
07/08/2025	145320	OUDBIER INSTRUMENT CO	780.00
07/08/2025	145321	PLYMKRAFT INC	2,040.10
07/08/2025	145322	POWER LINE SUPPLY	6,555.00
07/08/2025	145323	POWER SYSTEM ENGINEERING INC	3,020.00
07/08/2025	145324	PRESTON FEATHER	2,331.55
07/08/2025	145325	PROSERV AVIATION HOLDINGS LLC	335.00
07/08/2025	145326	PROVIDENCE FARM LLC	105.00
07/08/2025	145327	RESCO	1,374.00
07/08/2025	145328	SITEONE LANDSCAPE SUPPLY LLC	824.64
07/08/2025	145329	SPARTAN DISTRIBUTORS INC	425.29
07/08/2025	145330	SPRINGFIELD INC	2,155.00
07/08/2025	145331	STANLEY STEEMER OF NW MI INC	390.00
07/08/2025	145332	STATE OF MICHIGAN	290.00

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 06/16/2025 - 06/16/2025

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/16/2025	236(E)	MICHIGAN PUBLIC POWER AGENCY	12,767.53
1 TOTALS:			
Total of 1 Checks:			12,767.53
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			12,767.53

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 06/20/2025 - 06/20/2025

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/20/2025	228(E)	**EFTPS* Payroll Taxes	50,524.06
06/20/2025	229(E)	Alerus Financial	558.00
06/20/2025	230(E)	MissionSquare - 401 Plan 1091	1,276.39
06/20/2025	231(E)	MissionSquare - 457 Plan 3009	26,345.04
06/20/2025	232(E)	MissionSquare - Roth IRA 7061	1,285.00
06/20/2025	233(E)	STATE OF MICHIGAN	7,568.21
06/20/2025	234(E)	MERS	73,240.78
06/20/2025	235(E)	ENTERPRISE FM TRUST	7,789.88
1 TOTALS:			
Total of 8 Checks:			168,587.36
Less 0 Void Checks:			0.00
Total of 8 Disbursements:			168,587.36

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 06/23/2025 - 06/23/2025

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/23/2025	237(E)	MICHIGAN PUBLIC POWER AGENCY	3,866.83
1 TOTALS:			
Total of 1 Checks:			3,866.83
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			3,866.83

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 06/25/2025 - 06/25/2025

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/25/2025	238(E)	MICHIGAN PUBLIC POWER AGENCY	319,983.90
1 TOTALS:			
Total of 1 Checks:			319,983.90
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			319,983.90

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 06/30/2025 - 06/30/2025

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/30/2025	239(E)	MICHIGAN PUBLIC POWER AGENCY	128.15
1 TOTALS:			
Total of 1 Checks:			128.15
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			128.15

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 07/08/2025 - 07/08/2025

BANK CODE: 2 - TAX CASH - CSB - CHECK TYPE: PAPER CHECK - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 2 TAX CASH - CSB			
07/08/2025	4239	CHARLEVOIX COUNTY TREASURER	3,143.98
07/08/2025	4240	CHARLEVOIX DISTRICT LIBRARY	496.36
07/08/2025	4241	CHARLEVOIX PUBLIC SCHOOLS	1,041.24
07/08/2025	4242	CHARLEVOIX-EMMET ISD	2,046.44
07/08/2025	4243	CITY OF CHARLEVOIX - TAXES DU	6,041.03
07/08/2025	4244	LAKE CHARLEVOIX EMS AUTHORITY	700.40
07/08/2025	4245	RECREATIONAL AUTHORITY	153.58
07/08/2025	4246	STATE OF MICHIGAN	11,623.33
2 TOTALS:			
Total of 8 Checks:			25,246.36
Less 0 Void Checks:			0.00
Total of 8 Disbursements:			25,246.36

Charlevoix City Council

Consent Agenda

Title: Request to use Odmark Pavilion: Hubbardston Irish Dance Troupe

Date: July 7, 2025

Presented By:

Background:

The Hubbardston Irish Dance Troupe has requested to use the Odmark Pavilion on Saturday, August 30, from 2pm to 3pm. They are an Irish performance group ages 3-18. They hope to put on a lively show of Irish music and dance, including original choreography and upbeat Irish music. This group performed in the Odmark Pavilion last year.

Recommendation:

Motion to allow the Hubbardston Irish Dance Troupe to use the Odmark Pavilion as requested.

Attachments:

None

Charlevoix City Council

Consent Agenda

Title: Investment Update from City Treasurer (7/07/2025)

Date: July 7, 2025

Presented By:

Background:

The City of Charlevoix Investment Policy authorizes the City Treasurer to establish procedures and internal controls for depositing City monies and carrying out investment decisions and activities consistent with the 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.

I have included the Investment Schedule as of FYE 2025-26. There have been a few changes to the investment schedule since last reported to Council in April 2025. There were two CD's that matured. The first CD matured on 4/24/2025 with a 4.80% interest rate. The second CD matured on 5/5/2025 with a 4.80% interest rate. Both CD's have been renewed with an interest rate of 4.05% for 2 years.

Recommendation:

Motion to approve the investment report as presented.

Attachments:

1. Investments FY 2025-26 Council July 2025

CITY OF CHARLEVOIX
SCHEDULE OF FISCAL YEAR 2025-26 INVESTMENTS
As of July 7, 2025

ACCOUNT# / CUSIP	BANK	AMOUNT	INVEST DATE	MATURITY DATE	CASHED?	ANNUAL RATE	TIME DAYS	EST TOTAL PROCEEDS	EST 25-26 PROCEEDS
15987UBK3	Huntington - Charles Schwab	250,000	4/25/2023	4/24/2025	yes	4.800%	730	24,164	794
90355GCYO	Huntington - UBS Bank USA	250,000	5/5/2023	5/5/2025	Yes	4.800%	731	24,033	1,151
1030694097	CIBC - Private Bank	250,000	2/27/2025	2/25/2027	NO	4.200%	728	20,942	10,500
1029548761	CIBC - Private Bank CDARS	250,000	8/22/2024	8/20/2026	NO	4.150%	728	20,693	10,375
1030786544	CIBC - Private Bank CDARS	630,000	3/8/2025	3/8/2027	NO	4.200%	730	52,920	26,460
33847GJS2	Huntington - Flagstar	250,000	7/11/2024	7/10/2026	NO	4.850%	729	24,217	12,125
06051V4P8	Huntington - Bank of America	250,000	11/1/2023	11/3/2025	NO	5.350%	733	26,860	7,952
02007G-3S-0	Huntington - Ally Bank	250,000	9/28/2024	9/28/2026	NO	3.800%	730	19,000	9,500
05612LAR3	Huntington - BMW Bank North America	250,000	7/12/2024	7/12/2026	NO	4.700%	730	23,500	11,750
61776NRM7	Huntington - Morgan Stanley Pvt Bank	250,000	4/30/2025	4/30/2027	NO	4.050%	730	20,250	9,293
32110YP90	Huntington - 1st Natl Bank of America	250,000	10/30/2024	10/30/2026	NO	3.800%	730	19,000	9,500
61690D4C9	Huntington - Morgan Stanley Bank NA	250,000	5/7/2025	5/7/2027	NO	4.050%	730	20,250	9,099
1029548737	CIBC - Private Bank CDARS	250,000	8/21/2024	8/19/2026	NO	4.150%	728	20,693	10,375
TOTALS:		\$3,130,000			Average Days & Totals:		730	316,523	128,873

Charlevoix City Council

Consent Agenda

Title: Michigan Township Participating Plan Grant Application-In Vehicle Cameras

Date: July 7, 2025

Presented By:

Background:

The Police Department will be replacing in-vehicle cameras as an important enhancement to our existing Body Worn Camera (BWC) program. These in-vehicle cameras will complement our BWCs by providing additional perspectives that enhance officer accountability, transparency, and safety during traffic stops and other incidents.

By operating on the same platform as our BWCs, the in-vehicle cameras will integrate seamlessly into our current system for storing, retaining, and managing digital evidence. This unified system ensures we can efficiently share evidence with the prosecutor's office and respond to Freedom of Information Act (FOIA) requests.

To help fund this addition, the Police Department would like to apply for and accept a grant through the Michigan Township Participating Plan, the City's insurance provider. The grant provides up to \$5,000.00 for equipment and training costs. If approved, our local match would be approximately \$500.00, which is available in our department budget.

We have been successful with similar grants in the past, and this project supports our ongoing commitment to accountability, evidence collection, and the use of technology to enhance public trust in our department.

Recommendation:

Motion to approve the application for the Michigan Township Participating Plan Grant for \$5,000.00 for the Police Department's In-Vehicle Camera Systems.

Attachments:

1. 2025-07.01 Resolution Grant Par Police Department-Vehicle Cameras

**CITY OF CHARLEVOIX
RESOLUTION NO. 2025-07-01**

Michigan Township Participating Plan Grant Application Approval

WHEREAS, the City of Charlevoix City Council wishes to apply for a Risk Reduction Grant through the Michigan Township Participating Plan (Par Plan) to assist in covering the cost of in-vehicle cameras which will complement our BWCs by providing additional perspectives that enhance officer accountability, transparency, and safety during traffic stops and other incidents.

WHEREAS, the City of Charlevoix Police Department is seeking a grant contribution of \$5,000.00; and

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council supports submittal of an application to the Michigan Township Participating Plan for a \$5,000.00 grant to assist in cover the cost of the in-vehicle cameras.

RESOLVED this.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Charlevoix City Council

All Other Actions and Requests

Title: 2025 Venetian Festival Approvals

Date: July 7, 2025

Presented By: Mark Heydlauff, City Manager

Background:

In May, Council approved the street closures for the Venetian Festival. The festival will begin on Saturday, July 19 through July 26. Approval is being requested for the contract that includes the monetary contribution of \$15,000, mass gathering permit, and fireworks permit. See attachments for all details.

Recommendation:

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

Motion to approve the Mass Gathering Permit as presented.

Motion to authorize the City Clerk to issue the fireworks permit for the 2025 Venetian Festival fireworks displays and authorize the City Manager to sign the Hold Harmless Agreement with Colonial Fireworks Special Effects, LLC pending approval by required parties.

Attachments:

1. Venetian Festival Mass Gathering Permit and Contract
2. 2025 CVF Fireworks Package

CHARLEVOIX VENETIAN FESTIVAL, INC.

309 Petoskey Avenue
P.O. Box 120
Charlevoix, Michigan 49720
PH 231-547-3872 / FAX 231-547-2977
www.venetianfestival.com Email: info@venetianfestival.com

June 26, 2024

"HAND DELIVERED"

Mark Heydlauff
City Manager
City of Charlevoix
210 State Street
Charlevoix, Michigan 49720

RE: 94th Annual Charlevoix Venetian Festival

Dear Mark:

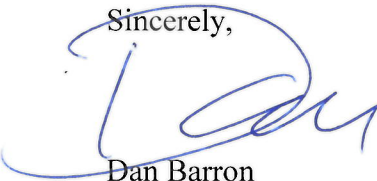
With Venetian soon approaching, we are excited to confirm the plans and activities of the 94th Annual Charlevoix Venetian Festival, which are reflected in the enclosed 2024 Schedule of Events. Please also find enclosed the proposed 2024 Contract.

An application for a Temporary Banner Permit was recently filed and an application for a Mass Gathering Permit is also enclosed. You may have also received, or will soon be receiving copies of correspondence to Charlevoix Township Fire Chief Dan Thorp and to the Commander of the Coast Guard Sector Sault Sainte Marie, along with application materials for the fireworks display permits.

Please see that the 2024 Schedule of Events is placed on the agenda for approval by the City Council at the forthcoming meeting on July 1, 2024. Among other things, we are again contemplating initial closure of Bridge Street on Wednesday afternoon (7/24/2024), and have planned numerous street events and activities throughout the closure.

Please feel free to contact me if you should have any questions or comments.

Sincerely,



Dan Barron
President

DBB/jlm
Enclosures

Venetian Board of Directors
Dan Barron Ron Bindi Dean Davenport
Anne Galski Kent Seymour John Winn



CITY OF CHARLEVOIX

MASS GATHERING PERMIT APPLICATION

For outdoor events of 2,000+ people held on public or private land in the City

Event Name: Charlevoix Venetian Festival

Organization Name: Charlevoix Venetian Festival, Inc. Non-profit: ☒ YES* ☐ NO

Contact Person: Daniel Barron / Joan Miller

(231) 547-3872 Office

Telephone: (231) 675-6277 / Joan cell Email: info@venetianfestival.com

Date(s) of Event: July 20, 2024 through July 27, 2024 Hours: Various-per attached schedule

Type of Gathering: Festival, Musical Event, Athletic Competitions, Adult & Children's Activities and Events

Location: Ferry Ave Beach, East Park, Bridge Park, Depot Beach Est. Attendance: 10,000+

Consent Statement from property owner if located on private property:

N/A

N/A

Signature of Property Owner

Is event on City Property? Yes If yes, the City must be listed as additional insured on insurance policy and a copy of policy must be attached to this application.

Is event using the East Park performance pavilion? If yes, has a written request to use the pavilion been made to the DDA Director? Yes Has it been approved? Yes

Will merchandise be sold at this event? Yes If yes, briefly describe merchandise:

Various consumer merchandise, including Venetian T-shirts, Sweatshirts, Coffee mugs, tumblers, beach towels, Venetian artwork and posters

I hereby swear that I have answered all questions truthfully and I understand all rules pertaining to this permit.

Daniel B Barron 6/25/2024
Organization Representative President Date

Sarah J. Dutra 6/26/2024
City Clerk Date Rcvd

APPROVALS

City Treasurer Approved/Denied

Police Chief Approved/Denied

City Manager Approved/Denied

No fee for non-profit
\$Fee / Receipt Number Date
*No fee for non-profit organizations

CONTRACT

THIS CONTRACT is effective as of the _____ day of _____, 2024, between the City of Charlevoix, a Michigan home rule city, whose address is 210 State Street, Charlevoix, Michigan 49720 ("City") and the Charlevoix Venetian Festival, Inc., a Michigan nonprofit corporation, whose address is 309 Petoskey Avenue, P.O. Box 120, Charlevoix, Michigan 49720 (the "Festival").

RECITALS

- A. Pursuant to MCLA 117.3(j) and Article I, Section 1.6 of the City Charter, the City is authorized to provide for the peace and health and for the safety of persons and property within the City and to expend funds for that purpose.
- B. The Festival will provide numerous recreational activities during the 94th Annual Charlevoix Venetian Festival, being held July 20-27, 2024.
- C. Except for private donations from businesses and individuals, event registration fees, proceeds from the carnival and similar amusements and food & art concessionaire fees, the Festival charges no fees in connection with the multitude of music entertainment, public activities and recreation which it provides within the City.
- D. The parties desire to act cooperatively in providing the recreational activities and entertainment cited above, to the citizens and visitors in the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract, the parties hereby agree as follows:

- 1. The City shall pay to the Festival the sum of \$15,000.00 relative to the 94th Annual Charlevoix Venetian Festival.
- 2. The Festival shall use the subject funds to defray the expense of the activities and events of the 94th Annual Charlevoix Venetian Festival.
- 3. The Festival shall charge no fees to spectators or event participants within the City, without the prior approval of the City Manager. This prohibition shall not apply to concessions where items or services (such as food, beverages, merchandise or carnival or amusement type rides or activities) are sold, nor shall it apply to fees charged to concession operators, or to registration fees charged for participation in athletic events.

"CITY"
CITY OF CHARLEVOIX

Date: _____, 2024

By: _____
Lyle Gennett, Mayor

"FESTIVAL"
CHARLEVOIX VENETIAN FESTIVAL, INC.

Date: _____, 2024

By: _____
Daniel B. Barron, President



2024 Event Schedule

Theme: MARGARTAVILLE

"pre-Venetian"

KLING TENNIS TOURNAMENT

Stroud Park Courts

Begins: July 19, Finals: July 25
Singles & Doubles open to all ages

SATURDAY - 7/20

AQUAPALOOZA

Beach & Boating Party

Ferry Beach: 12-6 pm

Music Commences @ 2pm

AIR MARGARTAVILLE

Jimmy Buffet Tribute - Detroit

"CORNETTA" CORN TOSS

Ferry Beach: 12 pm

\$50/person, no double needed

VOLLEYBALL

Ferry Beach: 12 pm

6 member co-ed, \$90/team

SUNDAY - 7/21

RAYDER ROUND-BALL CLASSIC

Chx Middle-High School: 9 am

3-v-3 teams, \$80/team

DISC GOLF DOUBLES

Mt. McSaubra: 11 am

Bring a partner - best shot doubles
\$40 Rec Team - \$60 Advanced Team

COMMUNITY SERVICE & VOLUNTEER FAIR

*NEW in 2024! - East Park: 5:30pm

"WORSHIP ON THE WATER"

Odmark East Park Pavilion: 7 pm

SANCTUS REAL

Christian Rock - Toledo, OH

MONDAY - 7/22

KLING YOUTH TENNIS CLINIC

Stroud Park Courts: 9 am

Free for ages 6-7

(Monday continued)

COTTAGE CROQUET TOURNAMENT

East Park: 1:30 pm

BOCCE BALL - *NEW in 2024!*

Glass Baseball Diamond, Shanahan Field: 7 pm

TUESDAY - 7/23

TOMMY TROPIC WORLD RECORD BID

Waller Road - 6:30 am

JUNIOR SAILING REGATTA

Depot Beach - 10:30 am

Ages 8-19

BINGO

Castle Farms - 12 pm

Free & open to all ages

Hosted by American House Senior Living-Chx

CHX TWP FIRE DEPT OPEN HOUSE

Charlevoix Township Fire House: 4 pm

3-on-3 SOCCER TOURNAMENT

Shanahan Field: 5:30 pm

Youth, High School, Adult, Over 35

\$50/team

VENETIAN RHYTHMS

Odmark East Pavilion: 7 pm

CHARLEVOIX CITY BAND

WEDNESDAY - 7/24

3 CLUB GOLF TOURNAMENT

Charlevoix Municipal Course: 1 pm

Youth - \$12/player, Adult - \$25 /player

SAILING REGATTA

Lake Charlevoix - Ferry Beach

Many Fleets: Personal boats and crews

Spectator Viewing 5:30 pm - dusk

FOOD CONCESSIONS

East Park: Varies by vendor

Daily: Wed 7/24 - Sat 7/27

VENETIAN MERCHANDISE

East Park: 6-10 pm

TIKI TENT

East Park: 6pm-Midnight

STRINGS ATTACHED

ANDERSON CARNAVAL

Downtown: 5-11 pm

VENETIAN RHYTHMS

Odmark East Park Pavilion: 7 pm

PUB RUNNERS

Irish & Folk - Gaylord, MI

VENETIAN ART AUCTION

MISS CHARLEVOIX CORONATION

FRANKIE BALLARD

Country - Battle Creek, MI

THURSDAY - 7/25

CHARLEVOIX FARMER'S MARKET

Bridge Park: 8 am-1 pm

KIDS DAY

Downtown: 10 am - 2 pm

Free & armband activities for families
Armband: \$13 (scholarships available)

FREE MOVIE - THE LAND BEFORE TIME

Charlevoix Cinema III: 10:30 am

ANDERSON CARNAVAL

Downtown: Noon - 11 pm

VENETIAN MERCHANDISE

East Park: 6-10 pm

TIKI TENT

East Park: 6pm-Midnight

GALACTIC SHERPAS

VENETIAN RHYTHMS

Odmark East Park Pavilion: 7 pm

PINTER WHITNICK

Classic Rock - Detroit, MI

GIN BLOSSOMS

Alternative Rock - Tempe, AZ

FRIDAY - 7/26

ANDERSON CARNAVAL

Downtown: 1-11 pm

BRIDGE STREET BLOCK PARTY

Bridge Street at noon

FAMILY FUN ZONE

Bridge St - North of the light

Various family-friendly activities for all ages

CAR SHOW

Bridge St - South of light

Noon - 4 pm

"PEACHES 'N' CREAM" CORN TOSS

Bridge Park - 1:30 pm

Cost: \$20/team

NEW! MEET THE AIRSHOW PILOTS!

Chx Airport: 1:30-3pm

VENETIAN MERCHANDISE

East Park: Noon - 10 pm

TIKI TENT

East Park: 6pm-Midnight

1 WAVE DJ

Odmark East Park Pavilion: 7 pm

VENETIAN RHYTHMS

IKONS OF ROCK

Rock - International

VENETIAN RHYTHMS

Ferry Beach: 7-10 pm

PINE RIVER JAZZ BIG BAND

Swing/Jazz - Charlevoix, MI

(Friday continued)

SCREAM 'N' REBELS WAR BIRDS & REDLINE AIRSHOW with FLAG JUMP

Lake Charlevoix: 7:45 pm

"NIGHT SKY" WORLD CLASS FIREWORKS

Dusk on Lake Charlevoix

Ferry Beach, Depot Beach, East Park

SATURDAY - 7/27

DRENTH MEMORIAL FOOTRACE

Bridge St: 9 am (prior to Street Parade)

Family Mile, 5k & 10k - all ages

VENETIAN MERCHANDISE

East Park: 10-8 pm

RYAN SHAY MILE

Bridge St: 10:30 am

Championship competition by invitation only

STREET PARADE

Bridge St: 11 am

ANDERSON CARNAVAL

Downtown: 11 am - 11 pm

CHARLEVOIX ALL CLASS RELUNION

Inside Tiki Tent: 12:30-3 pm

VENETIAN RHYTHMS

"ROCKIN' THE TOWNHOUSE"

Nashville Style Street Concert

Bridge St, north of light: 3-6 pm

UNION GUNS

Country Rock - Grand Rapids, MI

TIKI TENT

East Park: 6pm-Midnight

KENNY THOMPSON

VENETIAN RHYTHMS

Odmark East Park Pavilion: 7 pm

MAC WATTS

Country - Detroit, MI

ELTON ROHN

Elton John Tribute - Ontario, Canada

VENETIAN LIGHTED BOAT PARADE

Dusk on Round Lake

SPECTACULAR HARBOR FIREWORKS

Immediately following the Boat Parade

Schedule is subject to change - check out our website & Facebook page for the most up-to-date information

To register for the Venetian Games, visit
www.venetianfestival.com/games

CHARLEVOIX VENETIAN FESTIVAL, INC.

309 Petoskey Avenue
P.O. Box 120
Charlevoix, Michigan 49720
PH 231-547-9950 / FAX 231-547-2977
www.venetianfestival.com Email: info@venetianfestival.com

June 16, 2025
HAND DELIVERED

Dan Thorp
Charlevoix Township Fire Chief
Charlevoix Township Hall
12491 Waller Road
Charlevoix, Michigan 49720

RE: Proposed Fireworks Displays
95th Annual Charlevoix Venetian Festival

Dear Chief Thorp:

I have enclosed the 2025 Fireworks Application, together with the following materials:

- USCG Application for Marine Event (with correspondence to USCG)
- USCG depiction of Lake Charlevoix display site with waypoints
- USCG depiction of Round Lake display site with waypoints
- Aerial Safety Zone Assignment Locations/Venetian Airshow
- Itinerary/ Colonial Fireworks Special Effects, LLC
- Venetian Festival Boat Parade Route
- Certificate of Liability Insurance
- Proposed Hold Harmless Agreement
- Summary of Experience / Lead Pyrotechnician

The master pyrotechnician overseeing the displays is once again Frank Loffredo, Jr., of Colonial Fireworks Special effects, LLC, the same individual who has overseen the Venetian fireworks displays since 1999. I have enclosed a Summary of Experience, to confirm references which you have on file. Please note that Mr. Loffredo possesses 46 years of experience as a pyrotechnician.

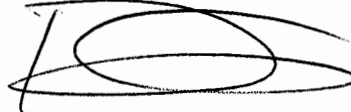
In addition to the foregoing, I would like to confirm the following matters relating to this year's proposal:

1. As you can see from the enclosed materials, the maximum shell size for the Friday night display (July 25, 2025) is 12". A clear zone radius of 1,200 feet will be maintained, which exceeds the NFPA clear zone standard of 840 feet. The maximum shell size for the "harbor" fireworks on Saturday night (July 26, 25) is 3". A clear zone radius of 250 feet will be maintained, which exceeds the NFPA clear zone standard of 210 feet.
2. St. James Marine Co. of Beaver Island, Michigan, will be providing the barge and tug services, as they have since 2003.

3. There will be no manual ignition in either fireworks display. Such ignition shall be effected via computer and/or electronically.
4. The buoys marking the clear zone perimeters will once again be set by Irish Boat Shop, based upon data provided by the United States Coast Guard.
5. We will promptly provide an originally executed copy of the enclosed Hold Harmless Agreement.

Please feel free to contact me if you should have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Barron', written over a horizontal line.

Dan Barron
President

DBB/jlm

Enclosures

xc: Mark Heydlauff, City Manager
U.S.C.G. - BMC Nicholas Long
Sarah Dvoracek, City Clerk
Frank Loffredo, Jr.
Jill McDonnell, Charlevoix Police Chief

2025 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 255		The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.		DATE PERMIT(S) EXPIRE:
TYPE OF PERMIT(S) (Select all applicable boxes)				
☐ Agricultural or Wildlife Fireworks		☐ Articles Pyrotechnic		☒ Display Fireworks
☒ Public Display		☐ Private Display		
☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes				
NAME OF APPLICANT Charlevoix Venetian Festival, Inc.		ADDRESS OF APPLICANT PO Box 120, Charlevoix, MI 49720		AGE OF APPLICANT 18 YEARS OR OLDER ☒ YES ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Daniel B Barron, President		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER PO Box 120, Charlevoix, MI 49720		
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		TELEPHONE NUMBER 231-547-9950
NAME OF PYROTECHNIC OPERATOR Frank Loffredo, Jr.		ADDRESS OF PYROTECHNIC OPERATOR 		AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ☒ YES ☐ NO
NO. YEARS EXPERIENCE 46	NO. DISPLAYS 1000+	WHERE Throughout US, Canada and Virgin Islands		
NAME OF ASSISTANT Aaron Dusseau		ADDRESS OF ASSISTANT 		AGE OF ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT		AGE OF OTHER ASSISTANT 18 YEARS OR OLDER ☐ YES ☐ NO
EXACT LOCATION OF PROPOSED DISPLAY 7/25/2025 - Lake Charlevoix; and 7/26/2025 - Round Lake				
DATE OF PROPOSED DISPLAY see above		TIME OF PROPOSED DISPLAY Approximately 10:00 p.m. to 11:00 p.m.		
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT Colonial Fireworks Special Effects/Great Lakes Truck with 24 hour security at Port Ironon facility				
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000.00		NAME OF BONDING CORPORATION OR INSURANCE COMPANY Acrisure Great Lakes Partners Insurance Services		
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 223 West Grand River Avenue # 1, Howell, MI 48843				
NUMBER OF FIREWORKS		KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)		
7/25/2025		300 pcs 4"; 300 pcs 5"; 200 pcs 6"; 30 pcs 8"; 16 pics 10"; 30 pcs 12"		
7/26/2025		500 pcs 3" shells; 300 mm candles; 15 fans of 3; 26 pcs 1.4G 2" cake items		
SIGNATURE OF APPLICANT 		Daniel B. Barron, President		DATE June 16, 2025



Colonial Fireworks Special Effects LLC/Great Lakes

June 16, 2025

LEAD PYROTECHNICIAN

FRANK LOFFREDO, JR.



Mr. Loffredo has 46 years experience as a pyrotechnician. He has experience in electronic and manual firing. Mr. Loffredo has worked on numerous barge shows as well as roof top firings.

Some of the shows Mr. Loffredo has been involved with include: Charlevoix Venetian Festival, City of Harbor Springs, Bay Harbor, Sommerset Pointe, City of Saginaw, First Night Providence; Governor's Conference/Providence; Air and Sea Show in Fort Lauderdale and Thunder Over Louisville which is the kick off for the Kentucky Derby Festival. "Thunder" is fired from 6 barges and a 3,000 foot bridge that crosses the Ohio River and is one of the largest fireworks displays produced annually in the United States.

Mr. Loffredo has fired over 1,000 outdoor and indoor displays throughout the United States and has an excellent safety record.



Administration: 25 Marlindale Avenue, Boardman, OH 44512



**COLONIAL FIREWORKS SPECIAL EFFECTS, LLC
HOLD HARMLESS AGREEMENT**

Indemnity Provisions (Re: 2025 Venetian Festival Fireworks Displays):

Colonial Fireworks Special Effects, LLC (hereinafter "Vendor") agrees to indemnify and save harmless **the City of Charlevoix**, a Michigan municipal Corporation, (hereinafter "Indemnatee") and its agents, representatives and employees from any and all charges, claims and causes of action by third persons, including but not limited to, agents, representatives and employees of the Vendor and of the Indemnatee, based upon or arising out of any damages, losses, expenses, charges, cost, injuries or illnesses, including death, sustained or incurred by such person or persons resulting from or in any way, directly or indirectly connected with the performance or non performance of this Agreement, this includes only the Vendor's setup and exhibiting of the fireworks, of these vending services; provided, however, that notwithstanding the foregoing, the Vendor does not agree to indemnify and save harmless the Indemnatee, its agents, representatives and employees from any charges, claims or actions based upon or arising out of any damages, losses, claims, expenses, charges, costs, injuries or illnesses including death, sustained or incurred as a sole result of the negligence of the Indemnatee, its agents, representatives or employees. In the event a claim is filed against the Indemnatee for which the Vendor is to be held liable under the terms of this Agreement, the Indemnatee will promptly notify the Vendor of such claim and will not settle such claim without the prior written consent of the Vendor, which shall not be unreasonably withheld. The obligation of Vendor for reimbursement/indemnification hereunder shall encompass and include all reasonable attorney fees and costs of litigation which may be incurred by the Indemnatee.

The Corporation also requires extension of additional insured coverage, in the manner and amount set forth within that certain Certificate of Liability Insurance issued by Acrisure Great Lakes Partners Insurance Services, as the "Producer," dated 6/13/2025, Policy Numbers: GCI0010160-251, GCD0010069-251 and P-001-001560155-01.

Signed:

Signed:

For the "Vendor"
Colonial Fireworks Special Effects, LLC
Brenda Loffredo, President
Date: _____

For the "Corporation"
City of Charlevoix
Date: _____

Charlevoix City Council

All Other Actions and Requests

Title: Establishment of Ball Field Rental Fee

Date: July 7, 2025

Presented By: Kent Knorr, Recreation Director

Background:

The ball fields on Carpenter Street are primarily used by the Charlevoix Little League, the Charlevoix Recreation Department's T-Ball Program and occasionally the high school or middle school teams. Recently, we have had a few requests to rent the ball fields for private youth tournaments. To better address these requests, the Recreation Department is establishing eligibility and use guidelines for the fields. We are also requesting that Council establish a rental rate for the fields. Priority will continue to be given to the little league and department-run leagues. Fields may be rented by organized youth teams, leagues and schools. All renting organizations will need to provide a certificate of insurance naming the City of Charlevoix as an additional insured for \$1,000,000. Use would be limited to practices, games, clinics and tournaments.

In researching the appropriate fee for the use of the fields, we did an analysis of field rental costs in Petoskey, Harbor Springs, East Jordan and Charlevoix Township. East Jordan's fee is currently \$100 a day. Petoskey charges \$75 initially plus \$25 per game. Harbor Springs and Charlevoix Township charge a flat daily rate of \$200 which included the initial field preparation.

Based on the great condition of our fields, we feel that the rate of \$200 a day would be appropriate and aligns with the rate in Charlevoix Township. This fee would include initial field prep (dragging as needed and lining of infield and outfield). An additional fee of \$25 per hour for the use of lights is also recommended.

Recommendation:

Motion to set a daily rental fees of \$200 per field at the Carpenter Street Ball Fields and an hourly rate of \$25 per hour for use of lights for any evening games.

Attachments:

None

Charlevoix City Council

All Other Actions and Requests

Title: Commercial Dockage for the Harbor Princess

Date: July 7, 2025

Presented By: Kent Knorr, Recreation Director

Background:

Last year, Harbor Princess entered into a short-term agreement with the City to use a commercial slip at the marina after Sunshine Charter concluded its season. This arrangement allowed them to offer fall color tours on Lake Charlevoix. Importantly, the agreement maintained compliance with the Waterways Commission's expectation that no more than two commercial operators operate out of the marina at any given time.

Harbor Princess is requesting to do the same again this year. As with last year, they would not begin operations until Sunshine Charter has completed their season. Sunshine Charter has confirmed they plan to operate through September 20.

Harbor Princess is requesting to operate from September 22 through October 13, with the possibility of extending through October 19, weather permitting. They are proposing the same payment structure as last year—\$105 per day—which would generate \$2,205 in revenue. If the weather allows for the additional days, the City could receive up to \$630 in additional revenue, bringing the total potential to \$2,835. They would occupy, as they did last year, the former coast guard spot behind the Beaver Island Ferry.

Recommendation:

Motion to approve the City Manager to sign an agreement to allow Harbor Princess to dock and operate from the City Marina from September 22 to October 13, 2025, with the option to extend through October 19 weather permitting and require Harbor Princess to pay a daily rate of \$105.

Attachments:

None

Charlevoix City Council

All Other Actions and Requests

Title: City Hall Roof Replacement-Contract Approval

Date: July 7, 2025

Presented By: Mark Heydlauff, City Manager

Background:

As part of the \$65,500 Certified Local Government Grant awarded to the City in 2024 to support the roof replacement project at city hall, staff issued an RFP and received only one proposal from KJP Roofing and Sheet Metal from Chesterfield, Michigan. During the vetting process, we reviewed the roof with the contractor and discovered standing water in several places. We asked KJP for an updated cost estimate to correct this issue for an additional cost. KJP Roofing's references are excellent and they have a lot of experience roofs similar to ours. Bid info and vendor selection rationale were submitted to the State Historic Preservation Office (SHPO) on July 1 and final approval of vendor selection is expected soon.

The City's total match would be \$119,500, which is available in the Building Capital Improvement Fund.

Recommendation:

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

Attachments:

1. Original Bid
2. Pricing for additional items
3. Draft Contract City Hall Roof with addition costs/language



**CITY OF
CHARLEVOIX**

City Hall Roof
Bid Opening
02/13/2025
11 AM

Bidder Name	Comments
KJP Roofing and Sheet Metal, INC	\$142,750

Seah J. Devich 2/13/25

BID FORM

1.1 BID INFORMATION

A. Bidder: KSP ROOFING AND SHEET METAL

B. Project Name: Roof Replacement at the Charlevoix City Hall

C. Project Location: 210 State Street, Charlevoix, MI 49720

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid Contract: The undersigned Bidder, having carefully examined the Request for Proposal, Draft of Contract, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services necessary to complete construction of the above-named project, according to the requirements of the contract, for the stipulated sum of:

ONE HUNDRED FORTY TWO THOUSAND Dollars
SEVEN HUNDRED FIFTY
 (\$ 142,750⁰⁰) (Amount shall be shown in both words and figures.)

This total is the sum of the following items:

Item 1. Labor for Project Work:

\$ 60,000⁰⁰

Item 2. Materials and other associated costs:

\$ 82,750⁰⁰

1.3. BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to City of Charlevoix the attached cashier's check, certified check, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid for amount above:

1. SEVEN THOUSAND ONE HUNDRED THIRTY Dollars 2 FIFTY CENTS
SEVEN
 (\$ 7,137⁵⁰).

B. In the event City/Owner does not offer Notice of Award within the time limits stated above, City will return to the undersigned the cashier's check, certificate check or bid bond.

1.4 SUBCONTRACTORS

- A. The following company shall execute subcontracts for the portions of the work indicated (self-perform may be indicated):

1. Subcontractor work: NONE - ALL WORK SELF-PERFORMED

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence Work of the Contract Documents on a date specified in a written Notice to Proceed to the issued by the City of Charlevoix, and shall fully complete the Work no later than September 15, 2024.

1.6 ACKNOWLEDGEMENT OF ADDENDA (IF APPLICABLE)

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1.7 BID SUPPLEMENTS

- A. The following supplements are required parts of this Bid Form:

1. Bid Bond Form
2. Bidder Qualification Form

Additional optional supplements provided by the Bidder as attachments are allowed.

Note: The Draft of Contract and Grant Agreement between the Michigan State Historic Preservation Office/Michigan Strategic Fund and the City of Charlevoix can be accessed on this site: <https://charlevoixmi.gov/140/Bid-Opportunities>

1.8 CONTRACTORS LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Michigan, and that all fees, permits, etc. pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A, Respectfully submitted this 10TH day of FEBRUARY, 2025

B. Submit By: KSP ROOFING AND SHEET METAL
(name of bidding firm or corporation)

C. Authorized Signature: [Handwritten Signature]
(handwritten)

D. Signed by: JASON PRIESKORN
(typed or printed name)

E. Title: PRESIDENT
(Owner/Partner/President/Vice President)

F. Street Address 46958 N. GRATIOT SUITE 174

G. City, State, Zip: CHESTERFIELD, MI 48051

H. Phone: 586 256 1376

I. License # N/A "NOT NEEDED FOR COMMERCIAL"

J. Warranty for workmanship: 20YR FROM MANUFACTURE

Warranty on roof: 20YR FROM MANUFACTURE

K. Payment Terms: 30 DAYS UPON COMPLETION

City of Charlevoix

Project: Roof Replacement at Charlevoix City Hall, RFP dated December 20, 2024

Statement of Bidder Qualifications:

1. Name and address of Bidder Firm: KSP ROOFING AND SHEET METAL
46958 N. GRATIOT SUITE 174 CHESTERFIELD, MI 48051

2. Principal(s) name and address: JASON PRIESKORN
SAME

3. How many years has this firm been engaged in the roofing business: 14

4. Michigan License # N/A

5. Federal employment identification Number: 84-4083399

6. Have you performed similar work on historic buildings? Y X N ____ If yes, please provide list of projects and a list of contact references for each project, please include email and phone numbers for each contact.

FORD PIQUETTE MODEL T MUSEUM

7. Number of Contracts on hand? 14

8. Have you ever failed to complete any work awarded to you or defaulted on a contract?

No X Yes ____ If yes, please explain ____

9. List your major equipment that will be made available for this project.

TELEHANDLER, DUMPSTER & ENCLOSED TRAILER

10. List the important projects recently completed by your company? (attachments may be included.)

SEE ATTACHED

11. Would you be willing to provide a financial statement, if requested? Y X N ____

Signed:

[Signature]

Name/Title (printed): JASON PRIESKORN PRESIDENT

Date: 2-10-25

KJP ROOFING AND SHEET METAL
46958 N. Gratiot Suite 174
Chesterfield, MI 48051
(586) 256-1376

Attn: Jonathan Scheel
City of Charlevoix
210 State St.
Charlevoix, MI 49720

June 6th, 2025

PRICING FOR ADDITIONAL ITEMS DISCUSSED

Scope of Work:

Option 1: Install a fully adhered 60 MIL EPDM Roof system over a ½" HD ISO to Manufacture Specification to meet a 20 year warranty as requested.

Option 2: Install a fully adhered 60 MIL EPDM Roof system of a fully tapered insulation system over the main roof area providing positive slope to the roof drains and installing the remaining areas as outlined in option 1

Option 3: Install a fully tapered insulation system as outlined in option 2 and keep the PVC roof system specified in the bid documents.

Option 4: Remove existing skylight and replace with a new skylight that opens on an insulated aluminum curb.

Base Bid:

Option 1: The total additional cost to the proposed amount in the original bid will be: Seventy Two Thousand Five Hundred Dollars (\$72,500.00)

Option 2: The total additional cost to the proposed amount in the original bid will be: Seventy Seven Thousand Seven Hundred and Fifty Dollars (\$77,750.00)

Option 3: The total additional cost to the proposed amount in the original bid will be: Forty Two Thousand Two Hundred and Fifty Dollars (\$42,250.00)

Option 4: The total additional cost to the proposed amount in the original bid will be: Four Thousand Five Hundred Dollars (\$4,500.00)

Hoping this meets with your request!

Jason Prieskorn

KJP Roofing and Sheet Metal

Jason@kjproofing.com

(586) 256-1376



**CITY OF
CHARLEVOIX**

CONTRACT DOCUMENTS
PROJECT: ROOF REPLACEMENT AT
CHARLEVOIX CITY HALL
210 STATE STREET
CHARLEVOIX, MI 49720

July 7, 2025

THIS AGREEMENT made this the 7th day of July, 2025 , by KJP Roofing and Sheet Metal, Inc. (a corporation existing under the law of the State of Michigan) hereinafter called the “Contractor” and the City of Charlevoix hereinafter called the “Grantee/Local Public Agency”.

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

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services, including transportation services, and perform and complete all work required for the removal and replacement of the roof at the Charlevoix City Hall, 210 State Street, as detailed in the Project Request for Proposal. Including, installing a fully adhered 60 MIL PVC roof system over a fully tapered insulation system over the main roof area providing a positive slope to the roof drains, relief cut the roof membrane, tear off areas of roof where membrane is compromised, repair and replace compromised insulation and membrane, remove and reinstall historic decorative flashing ridge, flash all rooftop penetrations and roof drains, install new 2 piece color-clad drip edge, install walkway pads around rooftop units and roof hatch, probe all seams for waterproof integrity, repoint areas of deteriorated mortar on the masonry walls above the roof; are hereby incorporated into this agreement; in general, all in strict accordance with the contract documents including all addenda thereto, numbered, dated, all as prepared by the City of Charlevoix.

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

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the performance of the Contract, subject to additions and deductions for any signed Change Orders, the sum of one hundred eighty five thousand dollars and no/cents (\$185,000).

ARTICLE 3. The Contract.

The executed contract documents shall consist of the following components:

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

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

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

(The Contractor)

By _____

Title _____

Signature _____

Date _____

(Grantee/Local Public Agency/Owner)

By _____

Title _____

Signature _____

Date _____

GENERAL SPECIFICATIONS GENERAL CONDITIONS PART I

101. DEFINITIONS

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

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

102. SUBCONTRACTS

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

103. PROGRESS SCHEDULE

- a. The Contractor shall submit for approval immediately agree execution of the Agreement, a Progress Schedule, showing the proposed dates of starting and completing the work and

the anticipated payments to become due the Contractor. Scheduling of Work on the premises is to be mutually agreed with the Owner.

104. PAYMENTS TO CONTRACTOR

1. Partial Payments

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

2. Final Payment

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

105. CHANGES IN THE WORK

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

106. TERMINATION, DELAYS

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

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

107. DISPUTES

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

108. MATERIALS AND WORKMANSHIP

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

109. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and debris removal shall comply with all applicable ordinances and codes, including all written waivers.
- b. Should the Contractor fail to observe the foregoing provisions and proceed with the construction at variance with any applicable ordinance or code, including any written waivers, the Contractor shall remove such work without cost to the Grantee/Local Public Agency, or a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

110. CARE OF WORK

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

111. ACCIDENT PREVENTION

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working Conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Grantee/Local Public Agency may determine to be reasonably necessary.
- c. The Contractor shall indemnify and save harmless the Grantee/Local Public Agency from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

112. USE OF PREMISES

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

113. REMOVAL OF DEBRIS, CLEANING, ETC.

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

114. INSPECTION

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

115. INSURANCE

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

- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project

under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance.

- b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.
- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Conditions specified in subparagraph (b) hereof.
- d. Proof of Carriage of Insurance: The Contractor shall furnish the Grantee/Local Public Agency with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies, naming the City of Charlevoix as the certificate holder. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except alert ten (10) days written notice has been received by the Grantee/Local Public Agency."

116. SURETY BOND

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

117. GENERAL GUARANTY

Neither the final payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Grantee/Local Public Agency shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 48 months from the date of final acceptance of the work. The Grantee/Local Public Agency will give notice of defective materials and work with reasonable promptness.

118. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

1. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. Contractor will comply with all requirements of Section 114 of the Clean Air Act as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations & guidelines issued thereunder.
3. Contractor will promptly notify the owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Contractor will include or cause to be included the provisions of paragraphs (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

119. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

120. NONSEGREGATED FACILITIES

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms

and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certifications in his files.

121. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

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

GENERAL SPECIFICATIONS

GENERAL CONDITIONS PART II

122. REGULATIONS PURSUANT TO COPELAND ANTI-KICKBACK ACT

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

123. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

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

124. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

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

GENERAL SPECIFICATIONS SPECIAL CONDITIONS

125. TIME FOR COMPLETION

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

126. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time. The Contractor shall maintain and retain all required records for three (3) years after grant end date or until any audit questions are resolved.

127. COMMUNICATIONS

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

ATTACHMENTS

NOTICE OF AWARD (DRAFT)

To: _____

Project

Description: _____

The Grantee/Local Public Agency /Owner has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2025, and information for Bidders.

You are hereby notified that our BID has been accepted for items in the amount of

\$ _____ .

You are required by the Instructions for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, payment BOND and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS with ten (10) days from the date of this Notice, said Grantee/Local Public Agency / Owner will be entitled to consider all your rights arising out of the Grantee/Local Public Agency / OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The Grantee/ Local Public Agency / OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Grantee/Local Public Agency / OWNER.

Dated this _____ day of _____, 2025

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

This the _____ day of _____, 2025

By: _____ Title: _____

NOTICE TO PROCEED (DRAFT)

To: _____

Date: _____

Project: _____

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

Grantee/Local Public Agency /Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by

This the _____ day of

_____, 2025

By: _____

Title: _____

CHANGE ORDER (DRAFT)

Change Order No. _____

Date: _____

Agreement Date: _____

NAME OF
PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

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

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

\$ _____

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

Change to CONTRACT TIME:

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

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

Approvals Required:

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

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____

Charlevoix City Council

All Other Actions and Requests

Title: T-Hangar Short Term Rental Agreement

Date: July 7, 2025

Presented By: Mark Heydlauff, City Manager

Background:

We currently have a vacancy in one of our T-Hangar spots at the Airport. While there is a waiting list for this, we frequently receive requests for overnight hangar accommodations. Before we fill this spot with another long-term lease holder, we are proposing to use this spot as a short-term lease for one or more nights. The attached agreement has been reviewed by the City Attorney. The nightly fee reflects the added cost of administration and the convenience for an aircraft owner to utilize the space on a short-term basis.

We propose to use this program on a pilot basis through January 31, 2026 and assess whether to continue.

Recommendation:

Motion to approve the pilot T-Hangar Short Term Rental Agreement as presented.

Attachments:

1. Charlevoix Municipal Airport Short-Term Rental Agreement - Final

Charlevoix Municipal Airport

Aircraft Cold Storage Rental Agreement

This Agreement is made and entered into by and between the **City of Charlevoix** ("City" or "Lessor") and _____ ("Lessee") as of the Effective Date set forth below.

1. **PURPOSE.** Lessor grants Lessee the non-transferable right to occupy and use the cold storage hangar ("Hangar") exclusively for the storage of the aircraft identified below and related aeronautical property.

Aircraft make and model

FAA registration (tail) number

Registered owner

Telephone number

Mailing Address

E-mail address

Cell phone number

2. **PERMITTED USES.** Lessee is permitted to use the Hangar only for storage of the Aircraft and associated aeronautical equipment; No use, stored item, and/or activity shall interfere with the aeronautical use of the Hangar, and must comply with all federal, state, and local laws.

3. **PROOF OF OWNERSHIP.** Lessee must be an individual and shall provide verifiable documentation of Aircraft ownership, including FAA or state registration and, where applicable, documents establishing affiliation with a legal entity that owns the Aircraft.

4. **TERM.** The rental term begins on _____ at _____ AM/PM and ends on _____ at _____ AM/PM. Modifications require written approval from both parties.

5. **RENT.** The rental fee is **\$100 per day**, payable **48 hours in advance** of the rental period. The full daily fee applies if the Hangar is occupied at any point during a 24-hour period. Failure to pay on time constitutes a breach and may result in immediate termination. All fees will be pre-paid. A deposit of \$100 will be collected upon payment of rent and returned to the tenant after the hangar key is returned and no damage is found.

6. **INSURANCES.** The lessee with have and provide proof of the following insurances, as set forth in the Charlevoix Municipal Airport's Schedule of Insurances, prior to rental of the hangar:

Aircraft Rental and Leasing

1. \$1 million commercial general aviation liability policy with coverage for premises, operations, and products
2. \$1 million aircraft liability with coverage for bodily injury and property damage including passengers
3. Automobile liability- \$1 million per occurrence for bodily injury and property damage when transporting customers on the airfield
4. \$500,000 Student and renters' liability (when applicable)

7. **NON-LIABILITY OF LESSOR.** To the fullest extent possible, Lessee agrees that he/she will not hold the City or any of its agents or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the Hangar or any other location at the Airport; and Lessee agrees that all aircraft and other personal property stored at the Airport shall be stored at the Lessee's sole risk. Lessee shall be responsible for all damages to property caused by Lessee's or guest's carelessness, negligence or neglect.

8. **INDEMNIFICATION.** Lessee shall defend, indemnify and hold harmless the City and its employees from all claims, including actual legal expenses, arising from Lessee's use of the Hangar or conduct on Airport premises.

9. **ACCEPTANCE OF HANGAR; REPAIR AND MAINTENANCE; DAMAGES.** Lessee accepts the Hangar in "as-is" condition. City is responsible for structural maintenance; Lessee is responsible for cleanliness and damage caused by their use. The Hangar must be returned in its original condition, less ordinary wear and tear. Lessee shall provide a valid credit card for Lessor to charge against in the event that the hangar is damaged beyond ordinary wear and tear or the Lessee otherwise breaches the terms of this Lease.

10. **COMPLIANCE WITH REGULATORY REQUIREMENTS.** Lessee shall comply with all relevant laws and Airport regulations now or hereafter in effect.

11. **HANGAR LOCK.** The City will provide one Hangar key. Lessee may not change or add locks.

12. **PROHIBITED USES.** Use of the Hangar for residential, business, or commercial activities is prohibited unless authorized under a separate agreement. Only aeronautical purposes are permitted.

13. **TERMINATION, BREACH, OR DEFAULT.** Lessee may cancel this Agreement with forty-eight (48) hours prior WRITTEN notice to the City. Failure to provide written notice to the City will result in the Lessee being charged in full for the days listed in section 4 of this agreement. The City may cancel this Agreement by giving the Lessee forty-eight (48) hours prior written notice. Notwithstanding the foregoing, the City may terminate this Agreement immediately if Lessee conducts any criminal activity or violation of any laws, codes, rules, regulations, and/or policies, of any governmental authority having jurisdiction over the Hangar or any part thereof which violation constitutes a danger or hazard to persons or property, as determined at the sole discretion of the City.

14. **NO WAIVER.** No waiver by a party of any provision of this Agreement or of the regulations governing the use of the Hangar shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement shall not prevent the exercise by that party of any other remedy provided in this Agreement.

15. **ENTIRE AGREEMENT.** This Agreement supersedes all prior discussions and shall not be amended except in writing signed by both parties.

16. **GOVERNING LAW AND VENUE.** This Agreement is governed by Michigan law. All disputes shall be resolved in courts located in Charlevoix, Michigan.

17. **ACKNOWLEDGMENT.** By signing, Lessee affirms ownership or control of the Aircraft and acknowledges having read and understood this Agreement in full.

LESSOR: CITY OF CHARLEVOIX

Date: _____

By: _____

Rob Scholey
Its: Airport Manger

LESSEE:

Date: _____

By: _____

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: July 7, 2025

Presented By:

Background:

A. Marina Spill Response Kits

We have added two spill response kits to our marina docks this summer. This won't replace the Coast Guard in the case of a oil and fuel spill in the marina but it will allow our staff to quickly deploy measures to address a spill while a response is mobilized. Staff have reviewed the procedures to ensure they are familiar with the response protocols. This is another step in our efforts toward operating a clean, environmentally-responsible marina.

B. Charlevoix Mariners Update

I continued dialogue last month with the Lake Charlevoix Mariners as they explore a plan to move their program from its existing location at Depot Beach to the north end of Ferry Beach adjacent to the Irish Marina and the Charlevoix Yacht Club. The plan envisions access from the Yacht Club parking lot over the drainage ditch to the area east of the pavilion where a small floating dock structure would be built to hold their educational sailing vessels. This area is immediately in front (on the lake side) of the marshy area that is rarely used in the park because of the fluctuating water depths. This plan would preserve beach use and, if needed, horseshoe pits would be moved and improved. By moving to Ferry Beach, the Mariners would be able to utilize the Yacht Club facilities for training classes and during inclement weather. As planned, the existing kayak and canoe storage would continue at Depot Beach; boat storage for the Mariners would occur either at the Yacht Club or on the new dock they would construct. They are working with Edgewater Resources-- with whom we have significant positive experiences. They have assisted the City on this project as it relates to the Ferry Beach Management Plan they helped develop a couple years ago. As the project develops further, Lake Charlevoix Mariners will be seeking Council approval for this change later in the fall.

C. Playground Opening

We had a great turnout for the McSauba Playground Ribbon Cutting last week. The day camp kids seemed to enjoy the facility and it was another great example of the leadership of our Recreation Director and department.

D. Downtown Traffic Safety

We have stepped up our enforcement and patrolling of common traffic offenses downtown-- specifically jaywalking, vehicles blocking traffic, and going left of center. These kinds of infractions contribute to slower traffic and can cause accidents for vehicles and pedestrians.

Recommendation:

Attachments:

1. Housing Commission Meeting Minutes 05/20/2025

REGULAR MEETING
CHARLEVOIX HOUSING COMMISSION

Tuesday, May 20th

2:00 P.M.

PINE RIVER PLACE COMMUNITY ROOM

Commissioners Present: R.J. Waddell, Nedina Stark, Annie Oosthuizen, Joan Buday, Rob Miller
Commissioners Absent: None

Others Present: Annessa Haist-Director MPH/CHC, Nina Romero CHC-Occupancy Specialist
and Residents of Pine River Place.

Chairperson RJ Waddell called the Meeting to Order at 2:10 p.m.

Welcome new Commissioner Rob Miller!

ADDITIONS TO THE AGENDA – None

Review and approval of vacancy report, April Payables, April Bank Statements, April monthly
financials and April meeting minutes

**Motion by Commissioner Oosthuizen, seconded by Commissioner Miller to approve and
accept the April payables, April Bank Statements, April Meeting Minutes, April Financials,
along with April Payables, Bank Statements and April Meeting Minutes.**

Ayes: Waddell, Oosthuizen, Stark, Miller, Buday

Nays: None

Absent:

Correspondence: None

Old Business: None

New Business:

EFB Discussion for bonds as an option.

Review of ACOP chapter 6

Executive Director's Report:

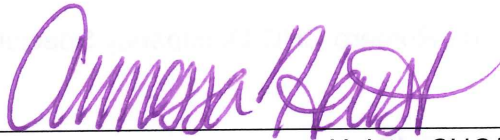
HUD funding will stay relatively the same with new administration. Next year we anticipate there to be cuts, many thing uncertain and still evolving. CD renewal through Independent bank. Year-end financials are still in progress for report. Competitive Grant Funding changes: LITCH funding will change. Review of TC conference.

Public Comment on subjects unrelated to Agenda Items:

A resident was curious if the Big Beautiful Bill per President Trump will affect our federal funding.

Adjournment: Commissioner Waddell Adjourn the meeting at 3:05 p.m.

Respectfully submitted and approved by:



Executive Director, Annessa Haist – CHC/MPHC

The next Board Meeting is June, 17th 2024 at 2:00 p.m. at the Pine River Place Community Room at 210 W. Garfield St., Charlevoix, MI. 49720.

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: July 7, 2025

Presented By:

Background:

Recommendation:

Attachments:

None