



Agenda
City of Charlevoix City Council Regular Meeting
Tuesday, September 2, 2025 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - August 18, 2025
 - B. Accounts Payable and Payroll Check Registers
 - C. Winter Ice Control Salt Purchase
 - D. Michigan Association of Municipal Clerks ADA Grant Agreement
 - E. Upfit of 2025 Tahoe Police Cruiser
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Sale of Southside Storage Property
Mark Heydlauff, City Manager
 - B. 109 Mason Street Redevelopment Proposal
Mark Heydlauff, City Manager
 - C. Compensation Commission
Sarah Dvoracek, City Clerk
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments
- 9. Other Council Business**
- 10. Adjourn**

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

reasonable accommodations requests.

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - August 18, 2025

Date: September 2, 2025

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. 2025.08.18 CC DRAFT

City of Charlevoix
City Council Regular Meeting Minutes
Monday, August 18, 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, Mark Knapp, Phil Parr, Richard Spring

Members Absent: None

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

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

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

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

Nays: None

Motion carried.

A. City Council Meeting Minutes - August 4, 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
08/06/2025	Special Accounts Payable Run	\$3,875.00
08/15/2025	Payroll (net pay)	\$161,597.85
08/15/2025	Payroll Remittance Checks	\$6,057.09
08/19/2025	Regular Accounts Payable	\$1,041,487.51
08/04/2025-08/15/2025	ACH/WIRE Payments	\$170,183.20
Grand Total		\$1,383,200.65

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

C. PA 152 Exemption for Medical Benefit Plan

Motion by Parr, seconded by Cole to approve Resolution No. 2025-08-01 adopting the annual

exemption option as set forth in PA 152 for the City's medical benefit plan coverage year October 1, 2025 through September 30, 2026, in order to comply with the requirements of PA 152.

CITY OF CHARLEVOIX

RESOLUTION NO. 2025-08-01

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

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

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

WHEREAS, the three options are as follows:

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

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Charlevoix elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual exemption option for the medical benefit plan coverage year October 1, 2025, through September 30, 2026.

RESOLVED this 18th day of August 2025 A.D.

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

Nays: None

Motion carried.

D. MERS 2025 Officer and Employee Delegate Certification Form

Motion to approve the MERS 2025 Officer and Employee Delegate Certification Form as presented.

E. Colorado Club Edge Restoration

Motion to approve the proposal from Manthei Construction for the Colorado Club Edge Restoration in the amount of \$10,992 as presented.

F. Kubota Tractor for WWTP: \$19,905

Motion to approve the quote from Skinners in the amount of \$19,095.

6. Public Hearings and Actions Requiring Public Hearings

A. Public Hearing on Ordinance 860 of 2025: Amend Short-term Rental Registration Process and Procedure

Mark Heydlauff, City Manager

City Manager Heydlauff presented information on the amendment of the Short Term Rental Registration Process and Procedure.

Mayor Gennett opened the item for public comment, two were heard.

Motion by Spring, seconded by Hagen to approve the amendment of the short-term rental registration process and procedure Ordinance 860 of 2025 as presented.

CITY OF CHARLEVOIX

ORDINANCE NO. 860 of 2025

AN ORDINANCE AMENDMENT TO AMEND TITLE XI, BUSINESS REGULATIONS, CHAPTER 114: SHORT-TERM RENTALS, SECTION 114.04 REGISTRATION PROCESS AND PROCEDURE

THE CITY OF CHARLEVOIX ORDAINS:

Section 1: Title XI, Chapter 114, Section 114.04 Registration Process and Procedure item (A, 2) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

1. (2) When a license becomes available, the first person on the waitlist shall be given 30 days to accept a license, pay all necessary fees, and schedule their inspection for a date within 90 days. Failure to act within this time period shall move the person to the bottom of the relevant category of the waitlist. Waitlist holders will be contacted using the information found on the waitlist; failure to properly advise the City of updates and corrections to waitlist information shall be deemed a failing on the part of the waitlisted person.

Section 2: Title XI, Chapter 114, Section 114.04 Registration Process and Procedure item (B) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

2. Waitlist forms and methods shall be provided by the city and must be maintained after payment of a one-time, non-refundable waitlist fee.

(1) Annually on or before November 30, the City shall publish on their website the list of licensed properties and the current waiting list separated by categories. Persons wishing to remain on the waitlist shall, using a form and method directed by the City, affirm the accuracy of their listing or provide updated information no later than noon local time on December 31. Failure to affirm and/or correct the waitlist information shall remove someone from the list.

(2) Council shall, from time to time by resolution, set the fee.

Section 3. Severability.

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

Section 4. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 860 was adopted on the 18th day of August 2025 A.D., by the Charlevoix City Council as follows:

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

Nays: None

Motion carried.

Motion by Parr, seconded by Cole to eliminate the requirement to list a physical address for the rental property on the short term rental waitlist application.

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

Nays: None

Motion carried.

B. Public Hearing on Ordinance 861 of 2025: Amend Boat Launch Name and Regulations

Jill McDonnell, Chief of Police

Jill McDonnell, Chief of Police, presented information on Ordinance 861 of 2025: Amend the Boat Launch Name and Regulations.

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

Motion by Cole, seconded by Hagen to approve the boat launch Ordinance 861 of 2025 as presented.

CITY OF CHARLEVOIX

ORDINANCE NO. 861 of 2025

AN ORDINANCE AMENDMENT TO AMEND TITLE VII, TRAFFIC CODE, CHAPTER 71: TRAFFIC AND PARKING

THE CITY OF CHARLEVOIX ORDAINS:

Section 1. Title VII, Chapter 71, Section 71.01 Short Title of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

This subchapter shall be known and may be cited as the “City of Charlevoix Municipal Launch and Parking Ordinance”.

The City of Charlevoix Municipal Launch and Parking as established by the City of Charlevoix shall be under the supervision of the Chief of Police as directed by the City Council.

Section 2. Title VII, Chapter 71, Section 71.02 Definitions shall be repealed and replaced and

shall read as follows:

When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BOAT. Any watercraft, including seaplanes when not airborne, in or upon, or docked or moored at any place in any waterway or upon trailers within the boundaries of the city.

FERRY BEACH PARKING LOT. The contiguous or nearly contiguous area generally located between the limits of Ferry Avenue, Stover Road, the waters of Lake Charlevoix, and the south side of Ferry Beach Park.

TRAILER or BOAT TRAILER. Any vehicle or devise so designed and constructed in such a manner as to allow the transport of a boat.

COMMERCIAL USE ACTIVITIES.

For the purposes of this ordinance, Commercial Use Activities include any operations conducted for profit or as part of a business venture, whether by an individual, company, or organization. Such activities may include, but are not limited to: launching or retrieving watercraft; performing watercraft test runs associated with repair, maintenance, or service work; installing or removing piers, docks, boat hoists, or similar structures.

Commercial Use Activities are subject to all applicable regulations, restrictions, and permitting requirements outlined in this ordinance.

Section 3. Title VII, Chapter 71, Section 71.03 Parking shall be repealed and replaced and shall read as follows:

Parking in the City of Charlevoix Municipal Launch parking lot, including, but not limited to, the parking of vehicles and/or trailers, shall be regulated by traffic-control orders issued by the city's traffic engineer. The term TRAFFIC ENGINEER is as defined in the Uniform Traffic Code, as amended.

Section 4. Title VII, Chapter 71, Section 71.04 Permit Required shall be repealed and replaced and shall read as follows:

It shall be unlawful to enter or use the City of Charlevoix Municipal Launch without first obtaining a permit from the City of Charlevoix and displaying it in the vehicle. A permit is required for any person launching a boat, retrieving watercraft, parking a vehicle (with or without an attached trailer), or parking a trailer alone at the City of Charlevoix Municipal Launch.

No person shall park a vehicle (with or without an attached trailer) or park a trailer alone in any designated City of Charlevoix Municipal Launch parking area unless the vehicle and/or trailer was used to actively launch or retrieve a watercraft on that same day. Proof of launch activity

may be required upon request by enforcement personnel.

Charges for the permit shall be set by a resolution of the City Council, which may also revise or waive fees for special or public events. "Special or Public Events" shall mean tournaments, festivals, or other events—whether open to public participation or observation—that, in the judgment of the City Council, provide an economic benefit to the City, serves a public purpose to the City and its residents, or generate positive publicity for the City.

All launch permits issued by the City shall be affixed to the vehicle for which the permit was purchased. The permit must be permanently and visibly displayed on the driver's side of the front windshield or in another location designated by the City. Permits are non-transferable and valid only for the specific vehicle identified at the time of purchase.

Section 5. Title VII, Chapter 71, Section 71.05 Term of Parking shall be repealed and replaced and shall read as follows:

There shall be no parking at Ferry Beach or Charlevoix Municipal Boat Launch parking lots of any vehicles or trailers between the hours of 2:00 a.m. and 4:00 a.m.

Section 6. Title VII, Chapter 71, Section 71.06 Use of Boat Launching Ramps shall be repealed and replaced and shall read as follows:

It shall be unlawful for any person to moor or tie up at the City of Charlevoix Municipal launching docks unless the moorage is associated with the launching of a boat and in no case shall said moorage exceed 15 minutes in length. The City Police Chief, his or her designee, or a member of the city's Police Department (hereafter referred to as "city agents") shall have the authority to board any boat moored in violation of any provision of this chapter. These city agents may move the boat which is in violation of this subchapter themselves or may cause it to be moved by an independent contractor. These city agents may hold or cause the boat to be held until all costs incurred in the removal and/or storage have been paid.

Section 7. Title VII, Chapter 71, Section 71.07 Boat Rental Prohibited shall be repealed and replaced and shall read as follows:

No person shall conduct any boat rental business on or at the Ferry Beach Park or the City of Charlevoix Municipal Launch except with an approved concession agreement from the City of Charlevoix.

Section 8. Title VII, Chapter 71, Section 71.08 Exemptions shall be repealed and replaced and shall read as follows:

Persons parking in the Ferry Beach parking lot for use of the Ferry Beach public beach shall not require a parking permit for their vehicle under § 71.04 of this chapter. This exemption for the parking permit contained in this section shall not apply to persons launching a boat from the City of Charlevoix Municipal Boat Launch. The requirement for parking permits to be obtained for the parking of vehicles within the City of Charlevoix Municipal launch parking lot shall not apply to single-attended vehicles parked in such a manner to allow the viewing of Lake

Charlevoix. Notwithstanding anything to the contrary, no permit shall be required for usage of the Ferry Beach parking lot or boat launch for the time period of November 1 through May 1.

Section 9. Title VII, Chapter 71, Section 71.10 Fish Cleaning Station; Commercial Use Prohibited shall be repealed and replaced and shall read as follows:

No person shall use the fish cleaning station at the City of Charlevoix Municipal Launch for the purpose of cleaning fish for commercial sale or resale.

Section 10. Title VII, Chapter 71, Section 71.11 Mooring Boats; Terms shall be repealed and replaced and shall read as follows:

It shall be unlawful to moor or anchor a boat or other vessel capable of travel on water within 250 feet from the shore of Ferry Beach. The Police Chief, his or her designee, or a member of the city's Police Department (hereafter referred to as "city agents") shall have the authority to board any boat moored in violation of any provision authority to board any boat moored in violation of any provision of this subchapter. Prior to the removal of a boat which is moored in violation of this subchapter, an agent of the city shall place a violation notice on the boat specifying the date and time of the violation. The violation notice shall state that the boat is in violation of a city ordinance and is subject to removal after 48 hours.

If the boat remains moored in violation of this subchapter for 48 hours after the placement of the violation notice, then the boat is subject to removal and storage as described below. Upon expiration of the 48 hours, the city agents may move the boat which is in violation of this subchapter themselves or cause it to be moved by an independent contractor. These city agents may hold or cause the boat to be held until all costs incurred in the removal and/or storage have been paid. § 71.99 PENALTY.

Section 11. Title VII, Chapter 71, Section 71.99 Penalty shall be repealed and replaced and shall read as follows:

1. Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.
2. Any person violating a traffic control order regarding the parking of motor vehicles and/or trailers, as regulated by §§ 71.01 through 71.10 of this chapter, shall be guilty of a civil infraction with the penalty amount set pursuant to § 10.99 of the codes adopted in § 70.01 of this traffic code. Any person violating a provision of §§ 71.01 through 71.10 unrelated to the parking of motor vehicles and/or trailers shall be guilty of a misdemeanor and subject to the penalty prescribed by state law for a misdemeanor. Every day that §§ 71.06 or 71.11 is violated shall constitute a separate offense and be punished as a separate offense. The term "person," as used in §§ 71.01 through 71.10, includes corporations, partnerships, and associations as well as individuals. Additionally, the violator shall pay costs, which may include all direct or indirect expenses incurred by the City in connection with the violation, with such costs not being less than \$9.00 or more than \$500.00. A violator shall also be subject to any additional sanctions, remedies, and judicial orders authorized under Michigan law. Each day a violation of

this ordinance constitutes a separate violation.

Section 12. Severability.

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

Section 13. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 861 was adopted on the 18th day of August 2025 A.D., by the Charlevoix City Council as follows:

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

Nays: None

Motion carried.

C. Public Hearing on Ordinance 862 of 2025: Feeding of Wild Animals Prohibited

Jill McDonnell, Chief of Police

Chief McDonnell presented information on Ordinance 862 of 2025: Feeding of Wild Animals Prohibited. City Manager Heydlauff and Chief McDonnell answered questions from Council Members.

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

Motion by Kalbfell, seconded by Spring to approve Feeding of Wild Animals Prohibited Ordinance 862 of 2025 as presented.

CITY OF CHARLEVOIX

ORDINANCE NO. 862 of 2025

AN ORDINANCE TO AMEND CHAPTERS 90 AND 91 TO PROHIBIT THE FEEDING OF CERTAIN WILD ANIMALS

THE CITY OF CHARLEVOIX ORDAINS:

Section 1: Title IX, Chapter 90, shall be amended by adding section 90.06 and read as follows:
Sec. 90.06.

Feeding of wild animals and birds is prohibited except the feeding of birds and squirrels by means of an elevated feeder.

(a) It shall be unlawful for any person to feed any wild animal in any area in the city. Wild animals shall include all raccoons, skunks, rodents, rabbits, crows, wild birds, including without limitation, pigeons, doves, and seagulls, feral cats, mice, fowl, waterfowl, gophers, groundhogs, moles, opossums, squirrels, and every other wild animal.

(b) All ground feeding is prohibited. The scattering of food or food scraps on the ground by an individual shall be prima facie evidence that the individual intended to provide the food or food

scraps for ground feeding. Feeding fish in the City's trout pond with food obtained from an approved feeder shall not be a violation of this chapter.

(c) This prohibition shall not apply to the feeding of wild birds or squirrels provided that such feeding is done only from containers and supports which prohibit access by other rodents and/or wild animals and are elevated at least 48 inches above ground level.

Section 2: Title IX, Chapter 91, Section 91.03(N) shall be amended by including a reference to Section 90.06:

(N) Keeping, housing or feeding any wild or domestic animals or wild or domestic fowl within the city other than dogs, cats, birds or animals commonly classified as pets. For the purposes of this division (N), the term **DOG** shall include the male and female of the dog family or genus canis, and "Feeding Wild Animals" shall be as defined in Section 90.06;

Section 3. Severability.

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

Section 4. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 862 was adopted on the 18th day of August 2025 A.D., by the Charlevoix City Council as follows:

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

Nays: None

Motion carried.

7. All Other Actions and Requests

A. Charlevoix Adventure LLC Request to Modify Concession Agreement

Kent Knorr, Recreation Director

Kent Knorr, Recreation Director, presented information on Charlevoix Adventure's Request to Modify Concession Agreement. City Manager Heydlauff answered questions from Council. Amy and Jason Thompson, owners of JALN Enterprises, LLC introduced themselves to Council.

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

Motion by Hagen, seconded by Spring to approve the transfer of the concession agreement from Charlevoix Adventure Co LLC to JALN Enterprises, LLC for the remainder of the current agreement through October 31, 2025 after payment for current concession fees by Charlevoix Adventure Company, LLC.

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

Nays: None

Motion carried.

Motion by Cole, seconded by Spring to approve the request to extend the operations agreement with JALN Enterprises, LLC for a two year term and which will expire October 31, 2027.

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

Nays: None

Motion carried.

B. 109 Mason Street Redevelopment Proposal

Mark Heydlauff, City Manager

City Manager Heydlauff presented information on the 109 Mason Street Redevelopment Proposal. Council concurred that more information was needed and requested some possible alternatives for continued control over the property.

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

C. Mayoral Appointment

Mayor Lyle Gennett

Mayor Gennett presented information on his Mayoral Appointment request to Jennifer Reynolds to the Shade Tree and Park Commission.

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

Motion by Spring, seconded by Cole to confirm the Mayor's appointment of Jennifer Reynolds to the Shade Tree & Park Commission for a term to expire on December 31, 2027.

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

Nays: None

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 sidewalk sales event

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 7:11 p.m.

DRAFT

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: September 2, 2025

Presented By:

Background:

Recommendation:

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

Attachments:

1. Check Registers 09-02-25 Agenda

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/21/2025 - 08/21/2025

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			
08/21/2025	145690	AT&T	1,597.11
08/21/2025	145691	AT&T MOBILITY	1,021.03
08/21/2025	145692	CHARLEVOIX STATE BANK	6,189.95
08/21/2025	145693	DELTA DENTAL	3,408.75
08/21/2025	145694	VSP INSURANCE CO. (CT)	536.74
1 TOTALS:			
Total of 5 Checks:			12,753.58
Less 0 Void Checks:			0.00
Total of 5 Disbursements:			12,753.58

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

08/21/25 Special Accounts Payable Run	\$	12,753.58
08/27/25 Special Accounts Payable Run	\$	13,412.08
08/29/25 Payroll (net pay)	\$	142,491.59
08/29/25 Payroll Remittance Checks	\$	6,353.76
08/29/25 Special Accounts Payable Run	\$	48,556.42
09/03/25 Regular Accounts Payable	\$	207,095.67
Checks Sub-Total:	\$	430,663.10

HUNTINGTON NATIONAL BANK - EFT/WIRE PAYMENTS

08/18/25 MI Public Power Agency	\$	62,148.78
08/20/25 Enterprise FM Trust (fleet lease)	\$	8,663.21
08/25/25 MI Public Power Agency	\$	329,837.19
08/25/25 MI Public Power Agency	\$	13,072.89
08/29/25 IRS (Payroll Tax Deposit)	\$	53,788.32
08/29/25 Alerus Financial (HCSP)	\$	558.00
08/29/25 Vantagepoint (401 Plan)	\$	1,276.39
08/29/25 Vantagepoint (457 Plan)	\$	26,005.99
08/29/25 Vantagepoint (Roth IRA)	\$	1,385.00
08/29/25 State of MI (Withholding Tax)	\$	8,093.29
08/29/25 MERS (Defined Benefit Plan)	\$	111,636.53
ACH Sub-Total:	\$	616,465.59

Huntington National Bank Total: \$ 1,047,128.69

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

08/13/25 Special A/P Tax Disbursement	\$	1,544,242.82
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Charlevoix State Bank Total: \$ 1,544,242.82

Grand Total: \$ 2,591,371.51

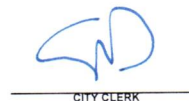
APPROVED:



CITY MANAGER



CITY TREASURER



CITY CLERK

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/27/2025 - 08/27/2025

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			
08/27/2025	145779	BOB JOBA	595.00
08/27/2025	145780	CHARLEVOIX TOWNSHIP TREASURER	118.40
08/27/2025	145781	CHRISTOPHER PITTS	3,000.00
08/27/2025	145782	DAVID MAGGRET	500.00
08/27/2025	145783	DAVID MAGGRET	300.00
08/27/2025	145784	DAVID MAGGRET	300.00
08/27/2025	145785	DAVID MAGGRET	300.00
08/27/2025	145786	DAVID MAGGRET	300.00
08/27/2025	145787	GREAT LAKES ENERGY COOPERATIV	248.68
08/27/2025	145788	HANNAH LAINE	2,000.00
08/27/2025	145789	JACOB SHARROW	500.00
08/27/2025	145790	JACOB SHARROW	500.00
08/27/2025	145791	JACOB SHARROW	500.00
08/27/2025	145792	JACOB SHARROW	500.00
08/27/2025	145793	POSITIVELY 4TH ST LLC	900.00
08/27/2025	145794	RANDY MARSH	1,500.00
08/27/2025	145795	ROBERT TOLSMA HOVIE	900.00
08/27/2025	145796	SCOTT WILLIAM KUSHNER	300.00
08/27/2025	145797	SEAN HOFFMAN	150.00
1 TOTALS:			
Total of 19 Checks:			13,412.08
Less 0 Void Checks:			0.00
Total of 19 Disbursements:			13,412.08

CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

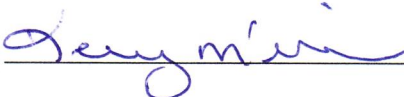
Payroll: 0000000028

Name	Check Date	Gross	Net
HEYDLAUFF, MARK L.	08/29/2025	6,009.39	3,890.73
DVORACEK, SARAH J.	08/29/2025	3,283.44	2,331.96
KLOOSTER, ALIDA K.	08/29/2025	3,016.00	2,062.29
BARNEVELD, RICHELLE L.	08/29/2025	2,082.94	1,471.63
SCHULZ, GINNY L.	08/29/2025	2,267.20	931.14
JENKINS, JESSICA-RAE A.	08/29/2025	2,240.00	1,781.98
MILLER, FAITH G.	08/29/2025	1,169.83	770.71
MCGINN, KELLY A.	08/29/2025	3,757.18	2,424.91
SCHEEL, JONATHAN D.	08/29/2025	3,182.40	2,235.26
MCDONNELL, JILL L.	08/29/2025	3,711.10	2,167.59
UMULIS, MATTHEW T.	08/29/2025	2,815.47	1,675.41
ORBAN, BARBARA K.	08/29/2025	2,625.99	1,346.27
RILEY, DENISE M.	08/29/2025	581.28	478.60
MUNK, CHRISTOPHER J.	08/29/2025	2,656.63	1,639.98
CHRISTIENSEN, BRIAN D.	08/29/2025	2,328.80	922.21
MARTIN, DONALD L.	08/29/2025	2,711.66	1,790.77
YOUNG, KRISTEN L.	08/29/2025	2,163.18	1,547.87
CONWAY, PATRICK G.	08/29/2025	795.50	641.33
MACGILLIVRAY, ROGER	08/29/2025	1,330.01	1,080.19
DOTSON, WILLIAM R.	08/29/2025	720.00	620.01
KALLMAN, ARIN J.	08/29/2025	765.00	673.96
WURST, RANDALL W.	08/29/2025	3,430.68	1,785.84
HILLING, NICHOLAS A.	08/29/2025	4,015.34	2,500.31
MEIER III, CHARLES A.	08/29/2025	3,224.25	1,985.78
ZACHARIAS, STEVEN B.	08/29/2025	2,962.65	1,786.68
NEWMAN, MARK J.	08/29/2025	3,864.94	2,511.63
LOUGHMILLER, JOHN A.	08/29/2025	2,675.13	1,934.69
GRIFFITH, JOHN J.	08/29/2025	5,111.51	2,787.53
EATON, BRAD A.	08/29/2025	4,351.85	2,619.29
WILSON, TIMOTHY J.	08/29/2025	4,463.07	3,221.84
LAVOIE, RICHARD L.	08/29/2025	2,975.40	1,790.90
STERRETT, PHILLIP R.	08/29/2025	2,525.72	1,650.79
STEVENS, BRANDON C.	08/29/2025	4,299.66	2,585.73
WHITLEY, ANDREW T.	08/29/2025	5,195.80	3,106.16
FARRELL, MITCHELL L.	08/29/2025	3,603.14	2,328.65
ANDERSON, ELIZABETH A.	08/29/2025	2,173.60	1,553.51
KENWABIKISE, DAVID L.	08/29/2025	1,980.80	1,376.08
ELLIOTT, PATRICK M.	08/29/2025	5,107.72	3,505.00
MORRISON, KEVIN P.	08/29/2025	3,036.98	1,835.88
FURGESON, JUSTIN L.	08/29/2025	2,712.81	1,990.71
BRADLEY, KELLY R.	08/29/2025	2,886.33	1,664.99
HART II, DELBERT W.	08/29/2025	3,102.47	1,961.27
JONES, ROBERT F.	08/29/2025	2,636.77	1,659.20
THORP, WILLIAM D.	08/29/2025	2,880.16	1,846.65
LEITNER, RYAN S.	08/29/2025	2,617.97	1,677.62
NOWKA, STEPHEN P.	08/29/2025	2,660.76	1,924.35
RILEY, DANIEL A.	08/29/2025	2,756.38	1,954.67
REID, ROB A.	08/29/2025	2,313.60	725.64
DORAN, JUSTIN J.	08/29/2025	3,447.12	2,611.65
NEDWICK, DAVID J.	08/29/2025	1,404.00	1,165.80
CONWAY, ANNEMARIE	08/29/2025	567.00	499.52
FINNERTY, HOLLY E.	08/29/2025	1,480.00	1,204.68
POIROT, KENNETH R.	08/29/2025	1,241.63	1,032.77
PARRISH, JASON P.	08/29/2025	168.00	148.00
SPEER, LIAM M.	08/29/2025	994.13	834.10
SOBER, FLYNN C.	08/29/2025	1,224.00	1,019.34
HOFFMAN, MICHAEL G.	08/29/2025	595.00	464.19
BURNS, ELIJAH M.	08/29/2025	616.00	538.79
WOOD, DIANA G.	08/29/2025	875.00	741.06
HIGGINS, THERESE M.	08/29/2025	639.00	562.95
CRANDELL, ZACKARY R.	08/29/2025	1,141.88	937.02
GRYBAUSKAS, BRAYLON L.	08/29/2025	692.00	598.15
RABIDEAU, JACOB L.	08/29/2025	1,400.00	1,143.80
BORTHS, MICHAEL J.	08/29/2025	1,062.50	886.96
KNORR, KENT J.	08/29/2025	3,751.92	2,624.78
ANZELL, BETH A.	08/29/2025	2,333.22	1,729.44
STEBE, LAURA A.	08/29/2025	34.88	32.21
STEWART, SPENCER P.	08/29/2025	836.00	710.60
MCDERMOTT, DENNIS J.	08/29/2025	2,999.20	2,305.00
BLECKE, SKYLAR T.	08/29/2025	496.00	421.04
LAVOIE, AUBREY J.	08/29/2025	1,116.00	827.78
LLEWELLYN, OLIVIA M.	08/29/2025	279.00	242.35
WHITE, MARCUS W.	08/29/2025	333.00	284.69

CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 0000000028

Name	Check Date	Gross	Net
GALSTERER, CAROLINE R.	08/29/2025	666.50	543.18
LAWRENCE, JEFFREY A.	08/29/2025	229.50	202.19
BEECHERL, GRACE M.	08/29/2025	170.00	146.31
CUNNINGHAM, ABIGAIL A.	08/29/2025	1,840.00	1,468.28
JAREMA, CAROLINE J.	08/29/2025	454.50	400.41
WALKER, MEREDITH A.	08/29/2025	1,127.05	992.93
JASINSKI, HAYLEE G.	08/29/2025	643.13	559.97
SMITH, ANNA K.	08/29/2025	660.63	573.64
JAREMA, ALISON K.	08/29/2025	731.25	605.16
SOVA, MARGARET F.	08/29/2025	651.88	566.80
ROSIER, OLIVIA J.	08/29/2025	511.88	450.96
BOLLMANN, JOSIE J.	08/29/2025	665.00	577.06
SUSTIC, LORELEI M.	08/29/2025	542.50	477.93
PHILP, DAVAYAH A.	08/29/2025	1,280.00	985.25
HOSLER, ISABELLA C.	08/29/2025	629.00	548.94
GERLACH, MAREN R.	08/29/2025	446.25	393.14
WAGNER, KIRSTEN M.	08/29/2025	586.25	515.55
ELGART, SARAH N.	08/29/2025	170.00	156.99
GILL, DAVID R.	08/29/2025	1,742.61	1,423.40
LABLANCE, MAUREEN J.	08/29/2025	328.00	298.46
LIVINGSTON, BRIAN D.	08/29/2025	3,167.28	2,425.60
WHITLEY, BENJAMIN W.	08/29/2025	708.00	610.63
KLOOSTER, PATRICK H.	08/29/2025	660.00	473.15
COX, RONALD L.	08/29/2025	214.50	138.97
WAY, KRISTINA M.	08/29/2025	216.00	199.46
PARKER, SCOTT W.	08/29/2025	188.00	173.61
PETROSKY, TIMOTHY D.	08/29/2025	88.00	77.52
NISWANDER, WILLIAM M.	08/29/2025	1,008.00	829.41
DOAN, RALPH W.	08/29/2025	390.00	343.58
HALVERSON, DENNIS S.	08/29/2025	97.50	85.89
MOORE, GARY G.	08/29/2025	243.75	224.22
METZGER, CHARLES R.	08/29/2025	378.75	343.16
SCHOLEY, ROBERT W.	08/29/2025	3,894.23	2,652.64
MCCRANEY, RUSSELL R.	08/29/2025	3,453.20	2,598.61
POSTMUS, ANTHONY H.	08/29/2025	3,613.40	2,569.46
REECE, DANIEL A.	08/29/2025	2,921.20	2,180.59
GRAY, DAVID A.	08/29/2025	504.00	430.15
WADKINS, LOGAN M.	08/29/2025	268.00	226.10
TRAVERS, MANUEL J.	08/29/2025	2,084.68	1,699.43
Totals: 112		207,679.39	142,491.59

Approved By: Date: 8/26/25

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/29/2025 - 08/29/2025

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			
08/29/2025	145696	4FRONT CREDIT UNION	1,280.58
08/29/2025	145697	AMERICAN FAMILY LIFE	532.65
08/29/2025	145698	CHARLEVOIX STATE BANK	1,555.00
08/29/2025	145699	COMMUNICATION WORKERS OF AMER	673.67
08/29/2025	145700	MI STATE DISBURSEMENT UNIT	116.55
08/29/2025	145701	PRIORITY HEALTH	1,503.45
08/29/2025	145702	THE HARTFORD	395.19
08/29/2025	145703	VELO LAW OFFICE	296.67
1 TOTALS:			
Total of 8 Checks:			6,353.76
Less 0 Void Checks:			0.00
Total of 8 Disbursements:			6,353.76

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK NUMBER 145798 - 145798

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			
08/29/2025	145798	PRIORITY HEALTH	48,556.42
1 TOTALS:			
Total of 1 Checks:			48,556.42
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			48,556.42

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 09/03/2025 - 09/03/2025

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			
09/03/2025	145704	AMAZON CAPITAL SERVICES	798.42
09/03/2025	145705	APPRIVER LLC	2,495.40
09/03/2025	145706	ART'S AUTO & TRUCK PARTS	985.04
09/03/2025	145707	AT YOUR SERVICE PLUS INC	700.00
09/03/2025	145708	AT&T - GLOBAL LEGAL DEMAND CE	175.00
09/03/2025	145709	AVFUEL CORPORATION	67,325.44
09/03/2025	145710	AW & SONS SERVICES LLC	496.30
09/03/2025	145711	BLARNEY CASTLE OIL CO	450.05
09/03/2025	145712	CDW GOVERNMENT	56.81
09/03/2025	145713	CHARLEVOIX SCREEN MASTERS INC	373.00
09/03/2025	145714	CHEMICAL SYSTEMS INC.	5,376.00
09/03/2025	145715	CJ KUNKLE	45.74
09/03/2025	145716	CONWAY PROFESSIONAL SERVICES	10,669.39
09/03/2025	145717	DRAPER CONSTRUCTION	28.51
09/03/2025	145718	EDGAR HERRERA	26.79
09/03/2025	145719	EJ USA INC.	1,865.34
09/03/2025	145720	ELHORN ENGINEERING COMPANY	1,382.00
09/03/2025	145721	ETNA SUPPLY	3,800.00
09/03/2025	145722	FARMER WHITE'S	199.00
09/03/2025	145723	GERBER'S HOMEMADE SWEETS	284.00
09/03/2025	145724	GINOP SALES INC	342.60
09/03/2025	145725	GIVE 'EM A BRAKE SAFETY	6,375.00
09/03/2025	145726	GOLDEN HILLS MAPLE SYRUP	66.00
09/03/2025	145727	GORDON FOOD SERVICE	80.75
09/03/2025	145728	GRP ENGINEERING INC	495.00
09/03/2025	145729	GUNTZVILLERS FARM LLC	145.00
09/03/2025	145730	HACH COMPANY	1,232.09
09/03/2025	145731	HARRELL'S LLC	210.00
09/03/2025	145732	HUTSON INC	15.98
09/03/2025	145733	INSTALLATION SPECIALTIES SERV	1,085.00
09/03/2025	145734	INTEGRITY BUSINESS SOLUTIONS	20.59
09/03/2025	145735	JEREMY ANDERSON	311.47
09/03/2025	145736	JOHN J GRIFFITH	301.00
09/03/2025	145737	JOJO'S COOKIE COMPANY LLC	108.00
09/03/2025	145738	KALAMAZOO SANITARY SUPPLY LLC	542.08
09/03/2025	145739	KASSBOHRER ALL TERRAIN VEHICL	7,284.28
09/03/2025	145740	KK'S FARM	211.00
09/03/2025	145741	KRAFT BUSINESS SYSTEMS INC	12.10
09/03/2025	145742	LASER PRINTER TECHNOLOGIES	599.99
09/03/2025	145743	LAURIE HUGHES	532.00
09/03/2025	145744	MACQUEEN EQUIPMENT LLC	299.74
09/03/2025	145745	MANTHEI CONSTRUCTION	149.21
09/03/2025	145746	MARK AND NANCY PATRICK	50.00
09/03/2025	145747	MI MUNICIPAL TREASURERS ASSOC	399.00
09/03/2025	145748	MICHELLE HECHLER	20.00
09/03/2025	145749	MICHIGAN MUNICIPAL LEAGUE	10,324.00
09/03/2025	145750	MITCHELL L FARRELL	130.06
09/03/2025	145751	MUNICIPAL UNDERWRITERS OF MIC	60.00
09/03/2025	145752	NCL OF WISCONSIN INC	1,048.87
09/03/2025	145753	NORTHERN PUMP SERVICE INC	13,063.00
09/03/2025	145754	NORTHWEST FIRE	77.00
09/03/2025	145755	NORWOOD CENTENNIAL FARMS	26.00
09/03/2025	145756	NUCO2 LLC	462.12
09/03/2025	145757	OLSON & HOWARD PC	1,460.00
09/03/2025	145758	OMS COMPLIANCE SERVICES INC	880.25
09/03/2025	145759	POLLARDWATER	370.74
09/03/2025	145760	POWER LINE SUPPLY	11,903.49
09/03/2025	145761	POWER SYSTEM ENGINEERING INC	4,580.00
09/03/2025	145762	PREIN & NEWHOF	3,972.05
09/03/2025	145763	PRESTON FEATHER	2,221.46
09/03/2025	145764	PROVIDENCE FARM LLC	165.00
09/03/2025	145765	REHMANN LLC	11,655.00
09/03/2025	145766	ROTARY CLUB OF CHARLEVOIX	45.00
09/03/2025	145767	SPARTAN DISTRIBUTORS INC	1,162.72
09/03/2025	145768	SPARTAN STORES LLC	209.70
09/03/2025	145769	STATE OF MICHIGAN	738.00
09/03/2025	145770	THE DUTCH OVEN BAKERY	314.00
09/03/2025	145771	TOBY PREVO RESIDENTIAL SERVIC	944.30
09/03/2025	145772	UNIFIRST CORPORATION	294.36
09/03/2025	145773	UP NORTH ASSESSING INC	5,500.00

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 09/03/2025 - 09/03/2025

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			
09/03/2025	145774	USABUEBOOK	857.19
09/03/2025	145775	VILLAGE GRAPHICS INC	271.90
09/03/2025	145776	WILMOT ELECTRIC INC	2,082.00
09/03/2025	145777	WINDEMULLER ELECTRIC	1,857.35
09/03/2025	145778	ZEELAND BOARD OF PUBLIC WORKS	12,000.00
1 TOTALS:			
Total of 75 Checks:			207,095.67
Less 0 Void Checks:			0.00
Total of 75 Disbursements:			207,095.67

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/18/2025 - 08/18/2025

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			
08/18/2025	282(E)	MICHIGAN PUBLIC POWER AGENCY	62,148.78
1 TOTALS:			
Total of 1 Checks:			62,148.78
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			62,148.78

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/20/2025 - 08/20/2025

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			
08/20/2025	285(E)	ENTERPRISE FM TRUST	8,663.21
1 TOTALS:			
Total of 1 Checks:			8,663.21
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			8,663.21

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/25/2025 - 08/25/2025

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			
08/25/2025	283(E)	MICHIGAN PUBLIC POWER AGENCY	329,837.19
08/25/2025	284(E)	MICHIGAN PUBLIC POWER AGENCY	13,072.89
1 TOTALS:			
Total of 2 Checks:			342,910.08
Less 0 Void Checks:			0.00
Total of 2 Disbursements:			342,910.08

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/29/2025 - 08/29/2025

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			
08/29/2025	286(E)	**EFTPS* Payroll Taxes	53,788.32
08/29/2025	287(E)	Alerus Financial	558.00
08/29/2025	288(E)	MissionSquare - 401 Plan 1091	1,276.39
08/29/2025	289(E)	MissionSquare - 457 Plan 3009	26,005.99
08/29/2025	290(E)	MissionSquare - Roth IRA 7061	1,385.00
08/29/2025	291(E)	STATE OF MICHIGAN	8,093.29
08/29/2025	292(E)	MERS	111,636.53
1 TOTALS:			
Total of 7 Checks:			202,743.52
Less 0 Void Checks:			0.00
Total of 7 Disbursements:			202,743.52

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/13/2025 - 08/13/2025

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			
08/13/2025	4267	CHARLEVOIX COUNTY TREASURER	451,144.09
08/13/2025	4268	CHARLEVOIX PUBLIC SCHOOLS	576,992.19
08/13/2025	4269	CITY OF CHARLEVOIX - TAXES DU	496,820.77
08/13/2025	4270	STATE OF MICHIGAN	19,285.77
2 TOTALS:			
Total of 4 Checks:			1,544,242.82
Less 0 Void Checks:			0.00
Total of 4 Disbursements:			1,544,242.82

Charlevoix City Council

Consent Agenda

Title: Winter Ice Control Salt Purchase

Date: September 2, 2025

Presented By:

Background:

In the spring of each year, the City submits to the State MIDEAL Program quantities of winter ice control salt. Once the State has totaled the quantities of all the communities and road commissions throughout the State, they then send this out to be competitively bid. This year the City of Charlevoix submitted 250 tons of early delivery salt and 150 tons for seasonal back-up. The seasonal back-up salt is ordered on an as-needed basis, in the event that we go through all the early delivery salt.

The salt purchase is budgeted in the Major and Local Street budgets under Winter Maintenance. This year's cost per ton is detailed below, and is less than \$1.00 per ton more than what we spent on it last year. Early delivery cost per ton is \$75.63 for a total of \$18,907.50. Seasonal back up cost per ton is \$76.32 for a maximum total of \$11,448.00.

Recommendation:

Motion to approve the winter salt purchase as presented and authorize the City Manager to sign any required documents.

Attachments:

None

Charlevoix City Council

Consent Agenda

Title: Michigan Association of Municipal Clerks ADA Grant Agreement

Date: September 2, 2025

Presented By:

Background:

In July, the City Clerk applied for and received an Americans with Disabilities Act (ADA) Grant with the Michigan Association of Municipal Clerks (MAMC). The City was awarded \$10,000 in grant funding for ADA infrastructure improvements; no match is required. The City plans on using the funding for ADA wayfinding signage for City Hall for the elections as well as modifying the Clerk's counter to ADA standards.

Recommendation:

Motion to approve the grant agreement with the Michigan Association of Municipal Clerks as presented and authorize the City Manager to sign the agreement.

Attachments:

1. MAMC Grantee Agreement
2. MAMC ADA Infrastructure Grant Application-City of Charlevoix

MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS
GRANT WITH _____

THIS GRANT AGREEMENT (“Agreement”) is between the Michigan Association of Municipal Clerks, a Michigan nonprofit corporation (“MAMC”), whose address and principal office is 120 N. Washington Square, Suite 110A, Lansing, Michigan 48933, and _____ (“Grantee”), whose address is _____. As used in this Agreement, the MAMC and Grantee are, individually, a “Party” and, collectively, the “Parties”.

ARTICLE I

GRANT

Section 1.1 Grant Amount and Term.

- (a) Grant Amount. The MAMC agrees to disburse to Grantee the “Grant Amount Requested” in the “Grantee’s Application” and not to exceed Ten Thousand Dollars (\$10,000.00) (the “Grant” or “Grant Funds”). This Agreement does not commit the MAMC to approve requests for additional funds during or beyond the Term.
- (b) Grant Term.

Starting Date: July 24, 2024

Ending Date: December 31, 2027 or until the funds allocated for the Grant are exhausted.

Section 1.2 Grant Commitment. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of Grantee set forth in this Agreement, the MAMC agrees to make, and Grantee agrees to accept, the Grant.

Section 1.3 Grant Administrator. The MAMC shall administer this Agreement and monitor the performance of Grantee and Grant Disbursements under this Agreement. The Grant Administrator may be changed at the discretion of the MAMC. The initial Grant Administrator is Daniel Leaman, whose email address is leaman.d@gcsionline.com.

Section 1.4 Grantee Duties. In addition to all other obligations under this Agreement, Grantee agrees to adhere to all of the following through the Term:

- (a) Nature of Grant. Grantee shall use Grant Funds for Eligible Costs to for infrastructure projects to ensure that voting precincts are accessible and meet the requirements of the Americans with Disabilities Act (ADA) (the “Grant Activities”).
- (b) Supporting Documentation. Grantee shall provide relevant supporting documentation related to the expenditure of Grant Funds at Grant Administrator’s request.

- (c) Reporting Requirements. Grantee shall provide all requested reporting documentation, in form and substance as required by the Grant Administrator, all to the satisfaction of the Grant Administrator, within 30 days of such request.
- (d) Reasonable and Necessary. Grantee shall ensure the services, supplies, and/or materials identified in Grantee's Budget are necessary to accomplishing the Grant Activities and the amount paid for such services, supplies, and/or materials will not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered, or the supplies or materials are furnished.
- (e) Interest Bearing Accounts. Although prohibited by this Agreement pursuant to Section 1.5(a), in the event Grant Funds are deposited into an interest-bearing account, Grantee shall repay to the MAMC or the Michigan Department of Treasury, as determined by the MAMC, any interest in excess of \$1,000.00 earned on Grant Funds. Grantee shall notify Grant Administrator of its total excess interest. The Grant Administrator shall provide instructions for repayment.
- (f) Exhibits. The following documents are incorporated by reference as binding obligations, terms, and conditions of this Agreement.

- (i) Exhibit A: Grantee's Application

In the event of any inconsistency between the body of this Agreement and any Exhibit, the body of this Agreement shall control.

- (g) Project Budget. All Grant Funds must be spent on (or reimbursed for) costs that meet all of the following requirements: (i) incurred on or after July 24, 2024, directly related to the Grant Activities; (ii) related to a public purpose that serves the economic prosperity, health, safety, or general welfare of the residents of the State of Michigan; and (iii) spent in accordance with Grantee's Application, attached as Exhibit A to this Agreement ("Eligible Costs").

Section 1.5 Grant Disbursement. Subject to the terms and conditions of this Agreement, including the absence of a Default (meaning an event which, with the giving of notice or passage of time or both, would constitute an Event of Default), or Event of Default, payment of the Grant by the MAMC shall be made to Grantee via check payable to Grantee at the address listed herein.

- (a) Disbursement Schedule. The Grant shall consist of one (1) payment. The MAMC's obligation to fund any portion of the Grant during the Term is subject to Grantee's satisfaction of the requirements of this Agreement, including, without limitation, satisfaction of all Reimbursement Request requirements and full execution of this Agreement. The Grant Administrator shall provide submission instructions for Reimbursement Requests if necessary.
- (b) Payment. Disbursement to Grantee shall be made after the full execution of this Agreement and within twenty-one (21) days of MAMC receiving the funds from Michigan Economic Development Corporation. The Payment must be expended on Eligible Costs directly related to the Grant Activities.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF GRANTEE

Section 2.1 Relationship of Parties.

- (a) An employment relationship is not established between the MAMC and Grantee or any of its employees or agents as a result of this Agreement.
- (b) Grantee will achieve the results specified in this Agreement free from the direction and/or control of the MAMC as to means and methods of performance.
- (c) The MAMC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for itself and its employees.

Section 2.2 Access to Records. During the Term, and for seven (7) years after the termination of this Agreement, Grantee shall maintain reasonable records related to this Agreement. Additionally, Grantee shall permit the MAMC to visit Grantee, and any other location where books and records of Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant Funds. At such visits, Grantee shall permit any employee or agent of the MAMC to make copies or extracts from information and to discuss the affairs, finances, and accounts of Grantee related to this Agreement with its officers, employees, or agents. The MAMC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of Grantee, which consent shall not be unreasonably withheld.

Section 2.3 MAMC Employees. Grantee will not hire any employee of the MAMC to perform any services covered by this Agreement without prior written approval from the Chief Executive Officer of the MAMC.

Section 2.4 Conflict of Interest. Grantee affirms that neither Grantee nor its affiliates or their employees has, shall have, or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee shall not attempt to influence any MAMC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MAMC regarding possible conflicts of interest which may arise as a result of such change.

Grantee agrees that conflicts of interest shall be resolved to the MAMC's satisfaction, or the MAMC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

Section 2.5 Indemnification and Grantee Liability Insurance. Grantee shall indemnify, defend, and hold harmless the MAMC, its Executive Committee, its Board of Directors, Grant Administrator and its employees (the "Indemnified Parties") from any and all liability arising out of or in any way related to Grantee's performance under this Agreement, including any liability resulting from any acts or omissions of Grantee, Grantee's employees, vendors, contractors, suppliers or agents, and any other third parties providing services or products to or for the benefit of and/or in furtherance of Grantee's duties in this Agreement.

Grantee shall purchase and maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of Grantee's operations. Grantee's indemnification obligations shall not be limited to the limits of liability imposed under Grantee's insurance policies. Grantee will provide and maintain its own general liability, property damage, and Worker's Compensation insurance. The insurance shall be written for not less than any limits of liability required by law for Grantee's obligation for indemnification under this Agreement.

Section 2.6 Assignment, Transfer, and Subcontracting.

- (a) Assignment and Transfer. Grantee shall not assign, transfer, convey or otherwise dispose of any duties or rights under this Agreement without the prior signed written consent of the MAMC. If approved, such assignment or transfer shall be memorialized in a signed written instrument between the Parties and the assignee. Further, any future successors of Grantee shall be bound by the provisions of this Agreement unless the MAMC otherwise agrees in a signed written consent.
- (b) Subcontracting. The MAMC reserves the right to require Grantee to replace subcontractors who perform any work in furtherance of the Grant Activities that are found to be unacceptable. Grantee shall endeavor to ensure all subcontractors related to the Grant Activities are in good standing with the State prior to hiring such entity or individual.

Section 2.7 Compliance with Laws. Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.

Section 2.8 Organization. Grantee affirms it is a local unit of government, public authority or other political instrumentality as authority by law that has been in existence for at least twelve months preceding July 24, 2024, or can demonstrate, through state or federal tax filings or other state or federal government records that it has been in existence for at least twelve months preceding July 24, 2024.

Section 2.9 Termination. This Agreement shall terminate upon the earliest of the following:

- (a) The Ending Date.

- (b) Thirty (30) calendar days after the disbursement of the Grant Funds to Grantee by the MAMC.
- (c) Termination by the MAMC:
 - i. By giving thirty (30) calendar days prior written notice to Grantee in the event of fraudulent or other egregious behavior, or any other circumstances directly relating to Grantee or the Grant Activities not otherwise covered by Section 3.1 of this Agreement, which would in the judgment of the MAMC Chief Executive Officer, reflect unfavorably on the State of Michigan if the Agreement were not terminated; or
 - ii. In the event that the Legislature of the State of Michigan the State Government, or any State official, commission, authority, body, or employee or the federal government (A) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement; or (B) takes any legislative or administrative action, which is unrelated to the source of funding for the Agreement, but affects the MAMC's ability to fund and administer this Agreement and other MAMC programs. Provided, however, that in the event such action results in an immediate absence or termination of funding, termination may be made effective immediately upon delivery of notice to Grantee; or
 - iii. Pursuant to Article III of this Agreement.
- (d) Mutual agreement reduced to writing and signed by both Parties' authorized signers.

Upon termination pursuant to Section 2.9(c) no additional Grant funds shall be paid by MAMC to Grantee regardless of Grantee's previous compliance with this Agreement.

ARTICLE III

DEFAULTS AND REMEDIES

Section 3.1 Events of Default. The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MAMC:

- (a) any representation, covenant, certification, or warranty made by Grantee shall prove incorrect at the time that such representation, covenant, certification, or warranty was made in any material respect;
- (b) Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of Grantee's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment;
- (c) any voluntary bankruptcy or insolvency proceedings are commenced by Grantee;
- (d) any involuntary bankruptcy or insolvency proceedings are commenced against Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof;

- (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of Grantee, which is not removed within sixty (60) calendar days;
- (f) Grantee's failure to comply with any obligations or duties contained herein, including complying with all reporting requirements; and/or
- (g) Grantee's misuse of Grant funds under this Agreement.

Section 3.2 Available Remedies. Upon the occurrence, and during the continuance of, an Event of Default:

- (a) The MAMC may immediately, and without prior notice, discontinue making any Grant Disbursement to Grantee until such time the MAMC is satisfied that the Event of Default no longer exists.
- (b) The MAMC may terminate this Agreement immediately upon notice to Grantee.
- (c) Grantee shall repay the MAMC all Grant Disbursements previously disbursed under this Agreement which have not yet been expended on Grant Activities. Notwithstanding, the MAMC reserves the right to require full repayment in the event of Grantee's material breach of this Agreement, including without limitation, failure to comply with reporting requirements and/or misuse of funds.

Section 3.3 Other Suspension. In the event the MAMC becomes aware of an occurrence which, with the giving of notice of passage or time, or both, would constitute an Event of Default (a "Default"), the MAMC may immediately and without prior notice suspend making any Grant Disbursements, until such time the MAMC is satisfied otherwise. Grantee shall cooperate upon the request of the Grant Administrator to provide additional information regarding the aforementioned event or circumstance.

Section 3.4 Treasury Claw-Back. Notwithstanding anything to the contrary, pursuant Section 222(4)(e) of Public Act 121 of 2024, the Michigan Department of Treasury, through the MAMC or any other designee, shall have the right to recoup or otherwise collect any funds it determines are declined, unspent, or otherwise misused.

Section 3.5 Unspent Funds. Grantee shall repay MAMC all Grant Disbursements previously disbursed under this Agreement which have not yet been expended on Grant Activities.

No remedy is intended to be the sole and exclusive remedy in case any Event of Default shall occur. Each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Notices. Any notice or other communication under this Agreement shall be in writing and sent by e-mail, or fax, or first-class mail, postage prepaid, or by courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses, fax numbers or e-mail accounts, and shall be deemed delivered: (a) one business day after an e-mail, fax, or courier delivery or (b) two business days after a mailing date.

Section 4.2 Entire Agreement. This Agreement, together with the Exhibit(s), sets forth the entire agreement of the Parties, with respect to the subject matter of this Agreement, and supersedes all prior agreements, understandings, and communications, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.

Section 4.3 Counterparts; Facsimile/Pdf Signatures. This Agreement may be signed in counterparts and delivered by fax or in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

Section 4.4 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 4.5 Governing Law. This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Section 4.6 Jurisdiction and Venue. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

Section 4.7 Severability. All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

Section 4.8 Survival. The terms and conditions of Sections 1.3, 2.1, 2.2, 2.5, 2.6, Article III, and Article IV shall survive termination of this Agreement.

The signatories below warrant that they are an executive officer of the respective Party and are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE:

Municipality: _____

Dated: _____

Signature: _____

Name: _____

Email: _____

MAMC ACCEPTANCE:

Michigan Association of Municipal Clerks

Dated: _____

Dan Leaman
Grant Administrator

Upload “Exhibit A: Grantee’s Application” here:

MAMC ADA Infrastructure Grant - Application

From Google Forms <forms-receipts-noreply@google.com>

Date Mon 7/14/2025 8:55 AM

To Sarah Dvoracek <clerk@charlevoixmi.gov>



Thanks for filling out [MAMC ADA Infrastructure Grant - Application](#)

Here's what was received.

MAMC ADA Infrastructure Grant - Application

"Grants to local municipal clerks for infrastructure projects to ensure that voting precincts are accessible and meet ADA requirements."

Email *

clerk@charlevoixmi.gov

ADA Infrastructure Grant Guidelines

Purpose:

The ADA Infrastructure Grant Program is designed to help local municipal clerks improve accessibility at election precincts and/or early vote sites to ensure compliance with the **Americans with Disabilities Act (ADA)**. Local municipal clerks may apply for **up to \$10,000** in grant funds to support the installation or renovation of infrastructure that enhances accessibility.

1. Eligibility

*

- The applicant must be a **local municipal clerk** responsible for administering elections and a member of **Michigan Association of Municipal Clerks (MAMC)**.
- The jurisdiction must propose an ADA-related **infrastructure improvement project** that benefits one or more **precinct or early vote sites**.
- The **total grant amount** for each jurisdiction **cannot exceed \$10,000**, regardless of the number of precincts or early vote sites being served.
- The project must adhere to **ADA compliance** standards.

☒ I agree

2. Funding Availability

*

- **Maximum grant amount: \$10,000 total per jurisdiction** (not per precinct).
- **Upfront grant disbursement:** Funds can be awarded **before the project begins**.
- Funds will be distributed **in a lump sum**.

☒ I agree

3. Application Requirements

*

- **Completed Application Form**
- **Project Description:** Detailed description of the ADA infrastructure improvements.
- **Total Estimated Project Cost:** Breakdown of the requested grant amount.
- **Certification:** Applicant agrees to comply with the following and maintain such records in accordance with Michigan Records Retention Schedules:
 - Follow **local purchasing policies**.
 - Obtain **Two (2) quotes** from contractors or vendors for the proposed work or products **exceeding \$5,000**. Must indicate vendor preference in project description.
 - The project site will remain a polling location for at least the next two General Election cycles.
- **Project Timeline:** Indicate when the project will begin and when it will be completed.

☒ I agree

4. Reporting Requirements

*

- **Proof of Project Completion:** The jurisdiction must submit photo(s) proving the funds were used for the ADA improvements within **120 days** of receiving the grant.
 - Photos must be named with municipality and project name
 - Example: AnnArborCity_ADARamp.jpg
- The **120-day period** for expenditure begins when the grant funds are disbursed, and the jurisdiction must demonstrate that the funds were spent within that period, even if the project itself takes longer to complete.



I agree

5. Submission and Award Process

*

- Submit this online grant application form.
- Applications will be accepted until all grant funds are awarded.
- Applicants will be notified via email of grant award.



I agree

Contact Information *

For questions or assistance, contact:

Dan Leaman, Grant Program Administrator

Phone: 517.372.6262

Email: info@michiganclerks.org



I agree

Applicant Information

Clerk Name: *

Sarah J. Dvoracek

Municipality Name: *

City of Charlevoix

Municipality Address *

City of Charlevoix

County: *

Charlevoix

Municipality Type: (City, Township, County) *

City

Phone number: *

2315473250

Email address: *

Email address associated with our MAMC Membership

clerk@charlevoixmi.gov

Precinct & Project Details

Project Name: *

ADA Signage/Building Modification Project

Description of Proposed ADA Improvement Project(s) *

example answers...

"Add buttons for opening entryway doors at City HS polling location" or

"Temporary ramps for two polling location entrances"

Add wayfinding signage to City Hall for elections per ADA requirements Modify wall for ADA signage to be install Modify clerk counter to ADA standards

Total number of precincts impacted: *

This information is being collected for statistical purposes only and will not affect the awarding of the grant funds.

3

Total Estimated Project Budget: *

10000

Grant Amount Requested: *

Grant amount for all precincts must not exceed \$10,000

10000

All local purchasing policies must be followed and all records must be maintained as required in the ADA Grant Guidelines. *



I agree

Budget Breakdown:

Please provide the **Name** and **Estimated Cost** for each **Expense Category** in your budget.

Provide at least 1 Expense Category **Name** with corresponding **Estimated Cost**.

Expense Category - 1 *

Name:

Wayfinding Signage \$5,000

Expense Category - 1 *

Estimated Cost:

2500

Expense Category - 2

Name:

Modify clerk counter \$2500

Expense Category - 2

Estimated Cost:

Expense Category - 3

Name:

Expense Category - 3

Estimated Cost:

Project Timeline

Proposed Start Date: *

MM DD YYYY

08 / 04 / 2025

Proposed Completion Date: *

Funds must be expended within 120 days of grant disbursement.

MM DD YYYY

10 / 31 / 2025

Acknowledgments

Certification: *

I certify that, the information provided in this application is accurate and that the municipality will use the awarded funds exclusively for ADA improvements at the identified election precinct(s), in accordance with the guidelines. I further acknowledge that the funds will be fully expended within 120 days of receipt, and that final documentation will be submitted upon project completion.



I agree

Notice: *

This Grant Application Form is not a legally binding agreement and should not be viewed as such. Moreover, the Grant Application Form does not embody all of the terms and conditions of the grant agreement and neither the department nor the grantee will be bound until there is an executed grant agreement that sets forth all the terms and conditions.



I agree

[Create your own Google Form](#)

Does this form look suspicious? [Report](#)

Links contained in this email have been replaced. If you click on a link in the email above, the link will be

analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

Charlevoix City Council

Consent Agenda

Title: Upfit of 2025 Tahoe Police Cruiser

Date: September 2, 2025

Presented By:

Background:

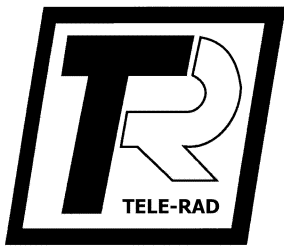
On October 7, 2024, Council approved the lease of a 2025 Police Chevrolet Tahoe. To place the vehicle into service, the patrol upfit (radio, lighting, cages, consoles, wiring, etc.), Mobile Data Computer (MDC), and emergency equipment purchase and installation must be purchased per the attached Tele-rad quotes. This upfit will replace the 2018 Tahoe's patrol equipment, which has reached its end of life and is not suitable for transfer to the new vehicle.

Recommendation:

Motion to approve the upfit of the 2025 Police Chevrolet Tahoe including the MDC and emergency equipment purchase and installation in the amount of \$16,342.45 and authorize the City Manager to sign the quotes and any related documents.

Attachments:

1. CHARLEVOIX PD V110- 64591
2. SO 64444



511 E. 8th St.

Holland MI 49423-3759

(616) 396-3541 Fax: (616) 392-9707

QUOTATION

QUOTE NO.: 64591 - 00 EC

DATE: 8/28/25

TERMS: NET 15 DAYS

DELIVERY: UNITED PARCEL SERVICE

Please reference Quote No. on

Correspondence & purchase orders.

Quote expires: 09/27/2025

7CHAPD
 TO: CHARLEVOIX POLICE DPT, CITY OF
 210 STATE ST
 CHARLEVOIX, MI 49720

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
1	GETAC V110G7 I5 WINHELLO, WIN11+16GB, 256GB SS	3,750.00		3,750.00
1	HAVIS V110 TRI PASS-THROUGH DOCK	960.00		960.00
1	GETAC VEHICLE ADAPTER/CHARGER	170.00		170.00
1	ANTENNA MULTIMAX 5G, CELL, WIFI GNSS BLACK	150.00		150.00
1	CABLE HARNESS FOR ANTENNA TO DOCK	100.00		100.00
	PLEASE EMAIL INVOICES TO AP@CHARLEVOIXMI.GOV			
		Item summary		5,130.00
		Subtotal		5,130.00
	Continued on following page			

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE.

TERMS SUBJECT TO CREDIT REVIEW

*Orders over \$50,000 may require a 25% down payment to be invoiced at time of order.

*Unpaid balances over 30 days are subject to 1.5% monthly interest charge (18% annually).

*Your purchase of MOTOTRBO radios includes a 5 year essential services warranty and software support package.

Additional investment may be required to extend essential service after 5 years.

BY JESSICA SPINDLER /231-740-2104 7011

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by

P.O. No. _____

LEGAL NAME OF PURCHASER

Date _____

AUTHORIZED SIGNATURE

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
		Freight		65.00
		Sales Tax		.00
		GRAND TOTAL:		5,195.00



2351 Cass Rd.

Traverse City, MI 49684

(231) 947-8330 Fax: (231) 947-3882

QUOTATION

QUOTE NO.: 64444 - 00 EC

DATE: 8/05/25

TERMS: NET 15 DAYS

DELIVERY: UNITED PARCEL SERVI

Please reference Quote No. on

Correspondence & purchase orders.

Quote expires: 09/04/2025

7CHAPD

TO: CHARLEVOIX POLICE DPT, CITY OF

210 STATE ST

CHARLEVOIX, MI 49720

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
	NEW INSTALLATION CHEVY TAHOE UNMARKED PATROL UNIT			
1	SOS NFORCE INTERIOR LIGHTBAR FRONT BAR	1,033.76		1,033.76
1	SOS NFORCE INTERIOR LIGHTBAR REAR BAR	1,096.16		1,096.16
1	SOS nERGY 400 SERIES RMT SIREN 10-16V - 100W SINGLE	574.08		574.08
1	SOS 100J SERIES SPEAKER LOW PROFILE - 5 YEAR WRRNTY	257.40		257.40
1	SOS SPEAKER BRACKET TAHOE	31.20		31.20
2	SOUNDOFF 4" FASCIA QUICK MOUNT RED/BLUE	132.96		265.92
	Continued on following page			

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE.

TERMS SUBJECT TO CREDIT REVIEW

*Orders over \$50,000 may require a 25% down payment to be invoiced at time of order.

*Unpaid balances over 30 days are subject to 1.5% monthly interest charge (18% annually).

*Your purchase of MOTOTRBO radios includes a 5 year essential services warranty and software support package.
Additional investment may be required to extend essential service after 5 years.

BY TC MIKE VAUGHN 3120

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by

LEGAL NAME OF PURCHASER

P.O. No.

Date

AUTHORIZED SIGNATURE

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
2	SOS 4" MPOWER FASCIA STUD MOUNT R/B/W	145.92		291.84
1	SOS UNDER MIRROR MOUNT BRACKET 2021+ TAHOE (PASSENGER)	24.96		24.96
1	SOS UNDER MIRROR MOUNT BRACKET 2021+ TAHOE (DRIVER)	24.96		24.96
2	SOUNDOFF 4" FASCIA STUD MOUNT RED/BLUE	132.96		265.92
2	SOS WNDW SHRD KIT FOR MPOWER 4" FASCIA LGHT W/ STD MNT BLK	12.00		24.00
1	SOS 4" MPOWER FASCIA STUD MOUNT R/W	132.96		132.96
1	SOS 4" MPOWER FASCIA STUD MOUNT B/W	132.96		132.96
1	SOS MPOWER GRILL BRACKET NO DRILL - TAHOE	52.32		52.32
1	HAVIS 22" CONSOLE 2025 TAHOE	561.60		561.60
1	HAVIS 11" SLIDE OUT LOCKING SWING ARM W/LOW PROF ADAPT	272.88		272.88
1	HAVIS SELF ADJUSTING DOUBLE CUP HOLDER	50.40		50.40
1	HAVIS ARMREST FOR TOP MOUNT, CONSOLE, FLIP-UP	140.40		140.40
1	HAVIS HVY DTY TELESCOPING POLE SIDE MOUNT, SHORT HANDLE	170.64		170.64
1	HAVIS 3' ACC. POCKET	38.16		38.16
1	HAVIS EQUIP BRACKET MOTOR APX 05	23.76		23.76
	Continued on following page			

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
1	HAVIS FACEPLATE FOR SOS			
1	SETINA FRONT PARTITION	923.16		923.16
1	SETINA REAR CARGO PARTITION 2021 TAHOE	553.56		553.56
1	LAIRD 3/4 COAX KIT - MINI UHF	19.31		19.31
1	SIERRA WIRELESS 6-IN-1 ANTENNA	221.00		221.00
1	FUSE BLOCK	64.14		64.14
1	MISC HARDWARE	300.00		300.00
1	INSTALLATION - VEHICLE PLEASE EMAIL INVOICES TO AP@CHARLEVOIXMI.GOV	3,000.00		3,000.00
	Subtotal			10,547.45
	Freight			600.00
	Sales Tax			.00
	GRAND TOTAL:			11,147.45

Charlevoix City Council

All Other Actions and Requests

Title: Sale of Southside Storage Property

Date: September 2, 2025

Presented By: Mark Heydlauff, City Manager

Background:

In April, Council approved the sale of some land we have used for storage south of the south side of the Krist Gas Station. This is north of the current stump dump (which is not included in the sale). The due diligence process has been underway since then and the buyers are ready to close on the property. We also negotiated an easement for their use of the private road we own. In the easement, they are given permission for emergency ingress and egress and may, at their sole cost, make improvements to the private road but it is clearly written in the easement that the City's continued use of the easement may not be limited by such improvements and deterioration or destruction of these improvements by the City's use is not our liability.

As a reminder, the buyers are planning a housing development which is located in Charlevoix Township. We agreed to a sale price of \$275,000. I recommend Council designate the proceeds to the General Fund. We will incur some expenses to move our equipment from the site and also to improve a portion of land we own on West Carpenter Street to use as a replacement storage yard. The remainder of the proceeds could be designated toward future infrastructure improvements, the purchase of new fire apparatus, or something else as Council may see fit.

Recommendation:

Motion to approve the Grant of Easement and authorize the City Manager and City Clerk to execute all necessary documents necessary to close on the sale of property described herein.

Attachments:

1. Easement - Final 8.26.25 (3)
2. Fully Executed Purchase Agreement Executed 4-23-25 copy
3. Fully Executed Addendum_City_of_Charlevoix_4-24-2025 (1) copy
4. Escrow Deposit DOC042825-04282025100713 copy
5. Title Commitment 2025_06_12_13_04_36_832

GRANT OF EASEMENT

This GRANT OF EASEMENT is made on the _____ day of _____, 2025, between the CITY OF CHARLEVOIX, Michigan, having an address of 210 State Street, Charlevoix, Michigan 49720 (the “**Grantor**”), and GREENWOOD RESIDENCE, LLC, a state of Michigan limited liability company, whose address is 1048 Goodlette Frank Road, Suite 202, Naples, Florida 34102 (the “**Grantee**”), with the following terms and conditions:

- A. Grantor is the owner of a parcel of land located in the Township of Charlevoix, Charlevoix County, Michigan described on Exhibit A attached hereto (“**Grantor’s Parcel**”).
- B. Grantee is the owner of a parcel of land located in the Township of Charlevoix, Charlevoix County, Michigan, described on Exhibit B attached hereto (“**Grantee’s Parcel**”).
- C. Grantor wishes to grant, and Grantee wishes to receive an easement for ingress, egress, and the installation and maintenance of both public and private utilities across that portion of the Grantor’s Parcel described on Exhibit C attached hereto (the “**Easement Premises**”).

Now, therefore, in consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, the following grants, agreements, covenants, and restrictions are made:

1. Grant of Easement. The Grantor hereby grants and conveys to the Grantee, its successors and assigns a perpetual, non-exclusive easement for purposes of emergency ingress, egress, and the installation, replacement, repair, and maintenance of both public and private utilities over, under, and across the property described herein on the Easement Premises.

2. Purpose and Benefit. This easement is appurtenant to the Grantee’s Parcel and shall benefit said parcel while burdening the Grantor’s Parcel. The easement is intended to provide temporary emergency access from time to time to and from the Grantee’s Parcel via an existing roadway and to allow for the installation and ongoing maintenance of utilities serving the Grantee’s Parcel. The use of this easement by Grantee and its guests and invitees is not intended to serve as general access for residential purposes and shall be limited to emergency uses and for other temporary access only.

3. Easement Work and Maintenance. The Grantor shall be solely responsible for all construction, replacement, repair, maintenance, snow removal, and any other work (collectively,

the “Easement Work”) within the Easement Premises, except for any of Grantee’s Improvements as provided under Paragraph 7 below. All Easement Work shall be conducted in a careful, prudent, and timely manner and in a manner that does not unduly burden the Grantee or impose obligations beyond those expressly stated in this agreement. Any area of Grantee’s Parcel that may be disturbed by the Easement Work shall be restored by the Grantor to the same or substantially the same condition as it existed prior to such work.

4. Cleanliness and Environmental Responsibility. The Grantor and Grantee shall keep the Easement Premises and each other’s parcels free from sand, debris, or any materials eroding or impacting the Easement Premises or each other’s parcels as a result of either party’s use of the Easement Premises including any and all Easement Work performed by Grantor or on Grantor’s behalf. The Grantor shall bear all costs associated with the removal of such materials and any Easement Work necessary to preserve the Easement Premises in good and safe operating condition.

5. Continuing Maintenance Obligations. Easement maintenance and improvements shall be undertaken by the Grantor whenever necessary to ensure the easement remains in a condition suitable for its intended use and to provide safe and reliable access at all times. If Grantor intends to perform Easement Work within the Easement Premises, Grantor shall notify, in writing, Grantee that Grantor intends to perform the Easement Work, the dates upon which the Easement Work will be performed, and the Grantor’s general plan outlining how Grantor will not interfere with, impose upon, or overly burden the Easement Premises or the Grantee’s Parcel.

6. Running with the Land. The easement granted herein, along with all rights, obligations, and restrictions, shall run with the land and shall bind and benefit the respective successors and assigns of both the Grantor and the Grantee.

7. Improvements to Easement Premises.

- a. The Grantor hereby grants to the Grantee, in addition to the rights of access, use, and utility rights as otherwise set forth herein, the right—but not the obligation—to make improvements to the Easement Premises as the Grantee deems reasonably necessary in connection with the intended use of the Grantee’s Parcel. Such improvements may include but are not limited to paving the Easement Premises; installing and maintaining shoulders or drainage; modifying the Easement Premises; or otherwise increasing the intensity of use to the extent reasonably necessary for access to and from the Grantee’s Parcel (collectively, the “Grantee’s Improvements”). Such Grantee Improvements may include improvements to allow for the use of the Easement Premises to facilitate both emergency and non-emergency ingress, egress, and general access for residential purposes, beyond the scope of the uses and benefits previously described herein.
- b. The Parties agree and acknowledge that the Easement Premises may be and frequently are used by heavy trucks and equipment of the Grantor and/or its guests and invitees, and that such use is expected by both Parties to continue

going forward. As such, if Grantee Improvements are made to the Easement Premises, the Grantee is on notice that the Grantor will likely continue to utilize heavy equipment that will pass over and through the Easement Premises, and the Grantor City shall be indemnified and held harmless from any claims by the Grantee (or its agents, officers, or assigns) that the Grantee Improvements have been damaged or deteriorated as a result of the Grantor's traffic.

- c. In the event the Grantee elects, in its sole discretion, to undertake any Grantee Improvements, the Grantee shall provide written notice to the Grantor at the address provided herein no less than thirty (30) days prior to commencement of work on Grantee's Improvements. The notice shall describe in reasonable detail the nature of the proposed Grantee's Improvements, the anticipated scope of work, and any measures the Grantee intends to implement to ensure continued access to and use of the Easement Premises by the Grantor during the course of such improvements.
8. Indemnification. The Grantee shall indemnify, defend, and hold harmless the Grantor from and against any and all claims, damages, liabilities, losses, or expenses arising out of or related to the Grantee's use of the Easement Premises, including any use by Grantee's agents, contractors, or invitees.

[Signature(s) on the Following Page(s)]

Signed and Acknowledged by Grantee:

GREENWOOD RESIDENCE, LLC

By: _____
Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

Signed before me on this ____ day of _____, 2025, before me personally appeared _____, in their authorized capacity as _____ of Greenwood Residence, LLC, a state of Michigan limited liability company, who presented themselves to be the person authorized and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____, Notary Public
_____, County, ____
Acting in _____ County, ____
My Commission Expires: _____

Signed and Acknowledged by Grantor:

CITY OF CHARLEVOIX

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF CHARLEVOIX)

Signed before me on this ____ day of _____, 2025, before me personally appeared _____, in their authorized capacity as _____ for the City of Charlevoix, a State of Michigan municipality, who presented themselves to be the person authorized and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____, Notary Public
_____, County, MI
Acting in _____ County, MI
My Commission Expires: _____

Prepared by/after recording return to:
Alward Fisher Rice Rowe & Graf, PLC
Zachary E. Stewart (P82982)
412 S. Union St.
Traverse City, MI 49684
(231) 346-5400

EXHIBIT A

(“Grantor’s Parcel”)

In the Township of Charlevoix, Charlevoix County, Michigan,

Commencing at the West one-quarter corner of Section 34, Township 34 North, Range 8 West; thence along the East and West one-quarter line of said section, South 89°17'47" East (recorded as South 89°41'52" East) 1983.68 feet to a line described as being the West line of the East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 34; thence along said West line, South 0°45'55" West (recorded as South 0°22'15" West) 485.46 feet to a ½" iron rod; thence South 0°45'55" West 45.05 feet to a ½" iron rod; thence South 0°53'35" West (recorded as South 0°02'15" West) 452.06 feet to a ½" iron rod, being the POINT OF BEGINNING; thence South 89°20'02" East 640.22 feet to a ½" iron rod; thence North 0°42'31" East 982.15 feet to the North line of said section; thence along said North line, South 89°17'47" East 20.27 feet to the Center one-quarter corner of said section, as monumented; thence along the North and South one-quarter line of said section, South 0°47'43" West 1318.73 feet to the South one-eighth line of said section; thence along said one-eighth line, North 89°20'02" West 659.59 feet to the said West line of the East one-half of the Northeast one-quarter of the Southwest one-quarter of said section; thence along said West line, North 0°53'35" East 336.60 feet to the Point of Beginning, being part of the Northeast one-quarter of the Southwest one-quarter of Section 34, Township 34 North, Range 8 West and containing 5.535 acres. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, or highway purposes.

EXHIBIT B

(“Grantee’s Parcel”)

In the Township of Charlevoix, Charlevoix County, Michigan:

Commencing at the West one-quarter corner of Section 34, Township 34 North, Range 8 West; thence along the East and West one-quarter line of said section, South 89°17'47" East (recorded as South 89°41'52" East) 1983.68 feet to a line described as being the West line of the East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 34; thence along said West line, South 0°45'55" West (recorded as South 0°22'15" West) 485.46 feet to a ½" iron rod, being the POINT OF BEGINNING; thence South 89°24'54" East 538.65 feet (recorded as South 89°49'00" East 538.39 feet) to a ½" iron rod; thence South 0°39'47" West 99.96 feet (recorded as South 0°42'48" West 100.00 feet) to a ½" iron rod; thence South 89°24'54" East 100.00 feet to a line described as being 20 feet West of the North and South one-quarter line of said section; thence along said line, South 0°42'31" West (recorded as South 0°42'48" West) 398.05 feet to a ½" iron rod; thence parallel to the line described as being the North line of the South 400 feet of the Northeast one-quarter of the Southwest one-quarter of said section, North 89°20'02" West 640.22 feet to said West line of the East one-half of the Northeast one-quarter of the Southwest one-quarter of said section; thence along said West line, North 0°53'35" East (recorded as North 0°02'15" East) 452.06 feet to a ½" iron rod; thence North 0°45'55" East 45.05 feet to the Point of Beginning, being part of the Northeast one-quarter of the Southwest one-quarter of Section 34, Township 34 North, Range 8 West and containing 7.075 acres. Subject to rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, or highway purposes.

EXHIBIT C
("Easement Premises")

An easement for ingress, egress and the installation and maintenance of both public and private utilities over part of the East 20 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 34 North, Range 8 West, being more particularly described as:

Commencing at a found PK nail at the West $\frac{1}{4}$ corner of Section 34, Township 34 North, Range 8 West, thence along the East and West $\frac{1}{4}$ line of said Section 34 and the centerline of Highway U.S.-31, South $89^{\circ}17'47''$ East 1983.68 feet (recorded as East 1984.46 feet) to a line described as being the West line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34; thence along said West line as monumented, South $0^{\circ}45'55''$ West 531.01 feet (recorded as South $0^{\circ}02'15''$ West) to a found iron rod; thence continuing along said West line as monumented, South $0^{\circ}53'35''$ West (recorded as South $0^{\circ}02'15''$ West) 452.06 feet to a set iron; thence South $89^{\circ}20'02''$ East 640.22 feet to a set iron rod on a line described as being 20 feet West of the North and South $\frac{1}{4}$ line of said Section 34 and the POINT OF BEGINNING; thence along the aforementioned line as monumented, North $0^{\circ}42'31''$ East 982.14 feet to the East and West $\frac{1}{4}$ line of said Section 34 and the centerline of Highway U.S.-31; thence along said $\frac{1}{4}$ line and centerline, South $89^{\circ}17'47''$ East (recorded as East) 20.27 feet to a found railroad spike at the Center of said Section 34 as monumented; thence along the North and South $\frac{1}{4}$ line of said Section 34 as monumented, South $0^{\circ}47'43''$ West 982.18 feet; thence North $89^{\circ}20'02''$ West 18.79 feet to the POINT OF BEGINNING.

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the “Agreement”), is entered into this 23RD day of April, 2025, by and between **City of Charlevoix, Michigan** having an address of 210 State Street, Charlevoix, MI 49720 (hereinafter “Seller”) and **Annalisa Savoretti, on behalf of an entity to be formed**, having an address of 1048 Goodlette Frank Road N., Suite 202, Naples FL 34102 or its assigns (hereinafter “Purchaser”). (Purchaser and Seller are hereinafter referred to collectively as the “Parties”).

WITNESSETH:

WHEREAS, Seller owns, in fee simple, that certain buildings and lot or parcel of real property consisting of Two (2) parcels of vacant land: (Parcel "A"): The parcel of vacant land which consists of +/- 6.147 acres of land, which has a Tax Parcel ID Number of 004-034-027-20; and; A portion of Tax Parcel ID Number 004-034-026-00, (Parcel "B"): The portion of Parcel "B" will consist of vacant land of +/- 0.928 to 1.0 acres adjoining Parcel "A". The property is located in the Township of Charlevoix, County of Charlevoix, State of Michigan, (the exact legal description of which shall be attached hereto as Exhibit "A", (the “Land”); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Real Estate (as defined in Section 1.2 herein), pursuant to the terms, conditions, and covenants contained in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of this agreement to purchase the Real Estate and the mutual covenants and agreements contained in this Agreement and other consideration receipt of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **REAL ESTATE**

1.1 **Real Estate**. Purchaser agrees to purchase and Seller agrees to sell and convey all of Seller’s rights, title, and interest in and to the Land as described in Exhibit A with features described in 1.2 (the “Real Estate”) pursuant to the terms and conditions set forth herein.

1.2 **Description of Real Estate**. The Real Estate shall consist of:

- a) The Land;
- b) All tenements, hereditaments and appurtenances, rights, privileges, and easements appurtenant to or benefitting the Land, rights-of-way, roadways, roadbeds, and reversions in any road adjoining the Land, all interests in any

award made or to be made for damage by reason of condemnation (the "Appurtenant Rights");

- c) All buildings and improvements, if any, on the Land (the "Improvements"); and
- d) Note that the Real Estate shall be subject to an easement retained by Seller over an existing private driveway across the Land for egress and ingress purposes. The easement terms shall be set forth in writing and signed by both Parties before Closing.

2. PURCHASE PRICE

- 2.1 Payment of Purchase Price. The "Purchase Price" for the Real Estate shall be Two Hundred Seventy Five Thousand Dollars and no cents (\$275,000.00), and shall be paid in cash at closing, subject to the adjustments required in this Agreement in accordance with the terms hereof.
- 2.2 Earnest Money. Within five (5) business days after the Agreement has been fully executed by all Parties, Purchaser shall pay to Barron Title Agency (which shall as the "Escrow Agent" and "Title Company" hereunder) the sum of Ten Thousand Dollars (\$10,000.00) (the "Earnest Money") in immediately available funds, which shall be held in trust as an earnest money deposit. All monetary deposits tendered pursuant to this Agreement (and interest earned thereon), including the Earnest Money, shall be held and applied in accordance with the terms of this Agreement.

3. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser as follows:

3.1 Representations and Warranties.

- a) Seller holds good and marketable title to the Real Estate in fee simple;
- b) Seller has not entered into, permitted, or consented to, and to the best of Seller's knowledge, no other party has entered into, permitted, or consented to, any agreements, declaration, or decree with a municipality, any other governmental entity or agency, any quasi-governmental entity or agency, or any non-government entity or private party that would affect or impair the development or redevelopment of the Real Estate;
- c) Seller has the right, power, and authority to enter into this Agreement and to sell the Real Estate in accordance with the terms and conditions hereof, and this Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms;

- d) The Real Estate is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and, to the best of Seller's knowledge, there are no such special taxes or assessments for roadway, sewer, or water improvements or other public improvements pending, planned, or threatened;
- e) No options, rights of first refusal, or other contracts have been granted or entered into which give any other party a right to purchase or acquire any interest in the Real Estate or any part thereof;
- f) There are currently no leases on the Real Estate. Seller shall not (i) enter into any leases, or (ii) allow any other occupancy or use of any portion of the Real Estate under any license, easement, or other agreement, without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion.
- g) Seller has received no notice, oral or written, of the desire of any public authority or other entity to take, condemn, or use the Real Estate or any part thereof and, to the best of Seller's knowledge, there are no condemnation or eminent domain proceedings pending, planned, or threatened against the Real Estate or any part thereof;
- h) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:
 - i. Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party; or
 - ii. Violation any restriction to which Seller is subject; or
 - iii. To the best of Seller's knowledge, constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order; or
 - iv. Result in the acceleration or any mortgage or note pertaining to the Real Estate or the cancellation of any contract or lease pertaining to the Real Estate; or
 - v. Result in the creation of any lien, charge, or encumbrance upon any of the properties or assets to be sold or assigned to Purchase pursuant to the provisions of this Agreement.
- i) Seller will not cause nor, to the best of Seller's ability, permit any action to be taken which would cause any of Seller's representations or warranties to be false as of Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the trust of, any of Seller's representations.

- j) Seller shall deliver to Purchaser all information and materials required to be delivered pursuant to Section 6.1, if any, and said information and materials shall be true, correct, and complete in all material respects from the time of such delivery and through the date of Closing.
- k) On or before Closing, Seller will do, make, execute, and deliver all such additional and further acts, deeds, instruments, and documents as may be consistent with this Agreement and customarily and reasonably required by Purchaser and/or the Title Company to complete the transactions described in this Agreement.
- l) Purchaser acknowledges that, except as otherwise set forth in this Agreement or in any of the Closing documents, Seller has not made, does not make, and specifically negates and disclaims any and all representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to:
 - i. The value, nature, quality, or condition of the Real Estate, including without limitation, the water, soil, and geology or structural elements, or foundations
 - ii. The suitability of the Real Estate for any or all of Purchaser's activities and uses;
 - iii. The compliance of or by the Real Estate with any laws, codes, roles, ordinances, regulations, orders, decrees, or other requirement of any applicable governmental authority or body (collectively, the "Laws"), including without limitation, compliance with any applicable zoning ordinance;
 - iv. The habitability, marketability, profitability, or fitness for a particular purpose of the Real Estate;
 - v. Existence in, on, under, or over the Real Estate of any Hazardous Materials (defined below); or
 - vi. Any other matter not elsewhere addressed in this Agreement with respect to the Real Estate.

Additionally, no person acting on behalf of Seller is authorized to make, and by execution of this Agreement, Purchaser acknowledges that no person has made, any representation, agreement statement, warranty, guaranty, or promise regarding the Real Estate, and no representation, warranty, agreement, guaranty, statement, or promise, if any, made by any person acting on behalf of Seller shall be valid or binding on Seller unless expressly set forth in this Agreement or in any of the Closing documents.

"Hazardous Materials" means any substance that is or contains (A) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of

1980 (CERCLA), as amended (42 USC 9601 et seq.), or any regulations promulgated under CERCLA; (B) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (RCRA) (42 USC 6901 et seq.) or regulations promulgated under RCRA; (C) any substance regulated by the Toxic Substances Control Act (TSCA) (15 USC 2601 et seq.); (D) gasoline, diesel fuel, or other petroleum hydrocarbons; (E) asbestos and asbestos-containing materials in any form, whether friable or nonfriable; (F) polychlorinated biphenyls; (G) radon gas; and (H) any additional substances or materials that are now or hereafter classified or considered to be hazardous or toxic under any Laws.

m) Purchaser further acknowledges that under the terms of this Agreement Purchaser, or entities on behalf of Purchaser, shall have the opportunity to inspect the Real Estate. Purchaser shall rely solely on its own investigation of the Real Estate and not on any information provided or to be provided by Seller and agrees to accept the Real Estate and waive all objections or claims against Seller arising from or related to the Real Estate or to any Hazardous Materials on the Real Estate except for a breach of any specific representations or warranties set forth in this Agreement or any of the Closing documents. Purchaser further acknowledges that any information provided or to be provided with respect to the Real Estate was obtained from a variety of sources and that Seller has not made any independent investigation or verification of the information and makes no representations as to the accuracy, truthfulness, or completeness of the information.

3.2 **Effect of Warranties/Indemnification.** Seller hereby covenants and agrees that the warranties set forth in this Section and elsewhere in this Agreement shall remain continuously in full force and effect, and the statements of facts and conditions warranted shall continue to be valid, truthful and factually accurate until completion of and continuing after Closing for a period of one year as of the date of Closing. Seller hereby covenants and agrees to indemnify and hold Purchaser harmless (a) for any and all costs, expenses, and damages arising from the breach of any of the said warranties and the covenants contained herein, including without limitation, costs, expenses, and damages incurred or sustained, including those necessary to cure any breach so as to effectuate the transactions contemplated herein, and (b) in the event that Closing or any of the other transactions contemplated, cannot occur due to breach of any of the said warranties and covenants, for all damages and out of pocket expenses incurred by Purchaser in its development efforts undertaken under, or consistent with, the terms of the Agreement.

4. **PURCHASER'S WARRANTIES AND REPRESENTATIONS**

Purchaser hereby represents and warrants to the Seller as follows:

4.1 **Purchaser's Standing and Authority.** Purchaser is a limited liability company

duly organized and currently in good standing. This Agreement, when executed and delivered by Purchaser, will be a valid and binding obligation of Purchaser in accordance with its terms. Neither the execution of this Agreement by Purchaser nor the performance of Purchaser's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which Purchaser is bound. The execution and delivery of this Agreement by Purchaser and the consummation of the transaction contemplated by this Agreement by Purchaser will not violate any order, writ, injunction, or decree of any court and any litigation to which Purchaser is a party or bound or violate any law.

- 4.2 **Easement Agreement.** Purchaser shall enter into an ingress and egress agreement with Seller for the private road over the Land prior to closing. The easement agreement shall set forth rights, responsibilities, and obligations regarding the maintenance and scope of use of the private road.
- 4.3 **Purchase and Survey Price.** Purchaser shall pay to Seller the Purchase Price and the cost of the Survey ordered by Seller in accordance with the terms of this Agreement, by wire transfer of immediately available funds.
- 4.4 **Further Acts of Purchaser.** On or before Closing, Purchaser will do, make, execute and deliver all such additional and further acts, deeds, instruments, and documents as may be consistent with this Agreement and customarily and reasonably required by Seller and/or the Title Company to complete the transactions described in this Agreement.

5. **TITLE MATTERS**

- 5.1 **Status of Title.** Purchaser, at Seller's sole expense, shall order a standard form ALTA Owner's Title Policy.
- 5.2 **Seller will provide Purchaser a Warranty Deed at Closing.** Commitment covering the Real Estate issued by the Title Company, together with copies of all instruments, if any, referred to in the commitment as exceptions to title (the "Commitment"). Seller shall cause to be prepared, at Purchaser's expense, a survey of the Real Estate (the "Survey") conforming to all ALTA standards and requirements, showing all easements, whether or not of record, specifying all flood hazard areas and otherwise conforming to Purchaser's and Seller's standards. Within fifteen (15) business days after Purchaser's actual receipt of the Commitment and Survey, Purchaser shall review the Commitment and Survey, and, if any exceptions to the Commitment or matters reflected on the Survey are objectionable to Purchaser, Purchaser shall notify Seller in writing. If Purchaser has any objections to the Commitment or Survey, the Seller will have fifteen (15) business days after receipt of Purchaser's notification of any objections in which to advise Purchaser that either:

- a) Seller will, at Seller's sole cost and expense, cause the objections to be removed or obtain endorsements to the Title Policy (as defined below) in a form satisfactory to Purchaser; or
- b) Seller will not cause the objections to be removed.

If Seller advises Purchaser that it will not cause the objections to be removed, Purchaser will have fifteen (15) business days to elect, as its sole remedy, to either:

- c) Proceed with the purchase and acquire the Real Estate, in which case the objections shall be deemed approved by Purchaser; or
- d) Cancel the Escrow and this Agreement by written notice to Seller and Escrow Agent, in which case the Escrow Money will be returned to Purchaser.

If Purchaser does not give Seller notice of its election within the above fifteen (15) business day period as provided in Section 5.2, Purchaser will be deemed to have elected to terminate/cancel this Agreement.

Seller's failure to notify Purchaser within fifteen (15) business days of Purchaser's objection letter shall mean Seller is willing to cure all items that were objected to. If Seller commits to remove any objections to title or the Survey and fails to do so by Closing. Seller will be in default under this Agreement and Purchaser may, at Purchaser's election, pursue its remedies as set forth in this Agreement.

This sale is subject to Purchaser being able to obtain an ALTA extended policy of title insurance (the "Title Policy") issued by the Title Company in an amount equal to or greater than the Purchase Price insuring Purchaser that Purchaser has fee title to the Real Estate, subject only to taxes for the current fiscal year and those exceptions approved of by Purchaser in accordance with this Agreement, plus Purchaser obtaining any endorsements required by Purchaser, such endorsements being at Purchaser's costs.

5.3 **Seller's Discharge of Liens.** Notwithstanding anything herein to the contrary and whether Purchaser's objection or not, Seller shall pay at Closing all mortgages and encumbrances, liens, and then recorded against the Property that may be satisfied by the payment of money together with all taxes and assessments which have become due and payable prior to Closing and as otherwise specified in this Agreement.

6. **PURCHASER'S DUE DILIGENCE.**

6.1 **Purchaser's Inspection.** Purchaser and Purchaser's agents, engineers, architects, surveyors, and market analysts shall have the right to conduct a "due diligence" inspection of the Real Estate to determine if all aspects of the Real Estate are acceptable to the Purchaser, in its discretion, including, but not limited

to, such studies, analyses, searches, and surveys that may include, but need not be limited to status of title, environmental phase studies, wetlands delineations, traffic studies, market studies, geotechnical studies, surveys, water studies, other engineering analyses, zoning, adequacy for Purchaser's intended use, adequacy and availability of all utilities including relocation of utilities if deemed necessary by Purchaser for its intended use, availability of all land use approvals and permits from the local and or state governmental authorities and other agencies as may be necessary to permit Purchaser to develop the Real Estate for its intended purposes; adequate access and any other investigations that Purchaser shall determine to be necessary or prudent. Within five (5) business days from the date of both Parties signing this Agreement, Seller shall deliver to Purchaser, without charge to Purchaser, provided that they are in the possession of the Seller (a) all environmental and title reports, (b) lease(s), if any, (c) ALTA Survey and Site Plan, and any other information in Seller's possession that might aid Purchaser's feasibility study of the Real Estate. Seller hereby agrees that Purchaser is granted access to the Real Estate and to any tenant as required to perform said studies and investigations. Access to the Real Estate shall be at reasonable times and in a manner least intrusive on Seller. Such studies shall include intrusive testing and Purchaser shall have the right to disturb the soil and drill borings thereon during its environmental and geotechnical investigation. Purchaser shall indemnify Seller against any claims, liens, liabilities or lawsuits arising from Purchaser's inspection activities, and further, Purchaser shall at its cost immediately restore the condition of the Real Estate as near as reasonably possible to that existing prior to entry by Purchaser, which obligation shall survive the termination of this Agreement.

Purchaser, in Purchaser's sole discretion, shall have until the one hundred fiftieth (150) calendar day following the Effective Date to terminate this Agreement as a result of Purchaser's inspection by delivering written notice of termination to Seller and Escrow Agent. Said day shall be referred to herein as the "Inspection Acceptance Date". In the event Purchaser does not deliver a notice of termination with respect to this Agreement pursuant to this Section 6.1 to Seller and Escrow Agent on or before the Inspection Acceptance Date,

- a) It shall be determined that Purchaser is waiving any claim or objection to the condition of the Real Estate, and the Deposit (as described in 6.2) shall remain applicable to the Purchase Price as the purchase of the Real Estate will move forward; provided, further,
- b) If Purchaser determines, at any time prior to the Inspection Acceptance Date, that the Real Estate cannot be developed in a manner, within the time and at a cost acceptable to Purchaser, or if Purchaser discovers a physical characteristic of the Real Estate that is unacceptable to Purchaser, or any other condition exists which is not acceptable to Purchaser in Purchaser's sole and absolute discretion, Purchaser shall have the right, upon written notice to Seller and Escrow Agent, to terminate this Agreement, in which

event the Deposit must be returned immediately by the Escrow Agent to Purchaser, this Agreement shall have no further force and effect and the Parties shall have no further obligations hereunder (except for Purchaser's indemnification and restoration obligations described in this Section, which shall survive). In the event of termination as herein provided, Seller and Purchaser hereby expressly direct and authorize the Escrow Agent to return the **Deposit** to Purchaser, without further written instruction, and provide hereby that upon doing so, the Escrow Agent is forever held harmless and discharged from any and all further duty, responsibility, or liability with regard to the **Deposit**.

- 6.2 **Feasibility Period and Deposits.** The sum of Ten Thousand Dollars and no cents (\$10,000.00) refundable escrow cash deposit (the "**Deposit**") shall be deposited with Barron Title Agency or its agent (the "**Escrow Agent**") as a deposit for the purchase and sale of the Property within five (5) business days after the execution of this Agreement by the Parties. Upon satisfaction or waiver of all conditions within the inspection period, the Deposit shall become non-refundable. In the event Purchaser is not satisfied with its inspection of the Property or does not waive the contingencies within the inspection period, the Deposit shall be returned to Purchaser. Purchaser's liability for failure to close after satisfaction and waiver of all contingencies shall be limited to forfeiture of the Deposit and Seller shall be permitted to retain the Deposit as liquidated damages, except in the event of Seller's default or failure to deliver title as required hereunder. At Closing the Deposit shall be applied to the Purchase Price as a credit to the Purchaser.

7. **CONDITIONS PRECEDENT**

The following are conditions precedent to the obligations of Purchaser to perform hereunder:

- 7.1 **No Litigation.** On the date of Closing, there shall be no litigation pending or threatened seeking to enjoin the performance of this Agreement.
- 7.2 **Seller's Authority.** Seller has delivered to Purchaser and to Title Company such documentary and other evidence as the Title Company may reasonably require evidencing the authority of the person or persons who are executing the various documents on behalf of Seller in connection with this Agreement.
- 7.3 **Purchaser's Authority.** Purchaser has delivered to Seller and to Title Company such evidence as the Title Company may reasonably require evidencing the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with this Agreement.
- 7.4 **Satisfaction of Inspections and Permits.** Purchaser is satisfied with all matters concerning the development of the Real Estate.

- 7.5 **Legal Subdivision.** If required by any governmental authority, a final subdivision, parcel, plat, commercial subdivision or other map (the "Map") shall have been approved and recorded by all governmental agencies and authorities thereof having jurisdiction replatting the Real Estate and Additional Property or the Real Estate and Additional Property are combined to permit the development intended by Purchaser. All public streets on the Map shall have been accepted as dedicated by the appropriate public authorities.
- 7.6 **Parties' Representations and Warranties.** The representations and warranties of the Parties contained in this Agreement shall be true at Closing as though such representations and warranties were made at such time.
- 7.8 **Parties' Obligations.** All of the obligations of each Party under this Agreement to be performed from and after the Effective Date through the Closing Date shall have been performed by each Party, including but not limited to the execution of an ingress and egress easement signed by the Parties.
8. **CLOSING**
- 8.1 **Timing of Closing.** The consummation of the purchase and sale of the Real Estate (the "Closing") shall be held and completed at the offices of the Escrow Agent. Purchaser may schedule the Closing by written notice to Seller, which notice shall be sent at any time prior to termination or expiration of this Agreement, whereupon Closing shall occur at the time specified in such notice, but in no event later than the tenth (10) business day following expiration of the Inspection Acceptance Date.
- 8.2 **Closing Costs, Prorations, and Adjustments.** Seller shall cause the release of the Real Estate from all loans, liens, and other encumbrances secured by the Real Estate, and Seller shall pay all prepayment penalties or fees assessed by the holders of such loans, if any. Seller shall pay for Purchaser's title policy, deed preparation, state deed (transfer) tax and Seller's legal fees. The Purchaser shall be responsible for all other items and their cost, including, without limitation, the cost of recording the deed and studies or inspections desired by Purchaser. The real estate taxes and other customary items shall be prorated as of the day of closing. The adjustments and prorations required under this Agreement shall be computed as of the date of Closing, and the cash portion of the Purchase Price paid to Seller hereunder shall be adjusted to reflect such prorations. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the Parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.
- 8.3 **Assessments.** If the Real Estate is affected by any assessment, confirmed or unconfirmed, for public improvements or infrastructure completed prior to the

Effective Date, which assessments are or may become payable, in installments or otherwise, then for the purpose of this Agreement all the unpaid installments of any such assessment, including those which are to become due and payable after Closing, shall be paid by Seller at Closing.

8.4 Closing Deliveries. At Closing, Seller shall deliver to Escrow Agent:

- a) A Warranty Deed satisfactory in form and substance to Purchaser's counsel and the Title Company, conveying good, marketable, record, insurable (without unusual costs to Purchaser) fee simple title to the Real Estate, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;
- b) A standard form Owner's Affidavit or lien waiver satisfactory for the purpose of removing the mechanics lien exception, gap exception, parties-in-possession exception, unrecorded easement exceptions, and any other customarily-removed standard exceptions from the Title Policy, unless otherwise agreed upon herein;
- c) The Title Policy in the condition required hereunder (at Seller's expense);
- d) IRC Section 1445 Non-Foreign Affidavit;
- e) All other documents reasonably determined by Purchaser or the Title Company to be necessary to transfer the Real Estate to Purchaser free and clear of all encumbrances; and
- f) Full possession of the Real Estate shall be delivered to Purchaser at Closing.

9. CONDEMNATION OR CASUALTY LOSS

- 9.1 **Condemnation.** If, prior to Closing, all or any part of the Real Estate or access thereto shall become subject to condemnation through eminent domain by governmental or other lawful authority, Purchaser shall have the option of either a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser; or b) terminating this Agreement, in which event, notwithstanding any provision herein to the contrary, all Earnest Money deposited or paid by Purchaser, including any portions thereof previously released or paid to Seller, shall be returned to the Purchaser, this Agreement shall be terminated and have no further force or effect, and neither Party shall have any rights or obligations thereunder.
- 9.2 **Casualty.** Seller assumes all risks and liability for damage to or injury occurring to the Real Estate by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Real Estate, or any substantial portion thereof, suffers any damage prior to Closing from fire or other casualty, then

Purchaser may either a) terminate this Agreement by delivering written notice to Seller of such termination within ten (10) business days after Seller notifies Purchaser of the casualty, in which event, notwithstanding any provision herein to the contrary, all Earnest Money deposited or paid by Purchaser, including any portions thereof previously released or paid to Seller, shall be returned to the Purchaser and this Agreement shall be terminated and have no further force or effect, or b) consummate the Closing, in which latter event such casualty or assign to Purchaser, at Closing, all of Seller's right, title and interest in any claim to proceeds of any insurance covering such damage, provided that in no event shall Purchaser be entitled to receive payment or assignment of insurance proceeds in an amount greater than the Purchase Price. If Purchaser fails to timely deliver to Seller written notice of termination of this Agreement as described in (a) above, then Purchaser shall be deemed to have elected to proceed in accordance with (b) above.

10. DEFAULT

10.1 Purchaser's Default. If Purchaser is obligated but fails or refuses to proceed with Closing and to discharge Purchaser's obligations under this Agreement, except as permitted by failure of any condition or contingency, Purchaser shall be in default. In the event of such default, Seller shall receive all Earnest Money previously paid by Purchaser as its sole remedy, and Purchaser shall not be liable for damages or specific performance. This parties agree that the Purchaser's Earnest Money is a reasonable liquidated measure of Seller's damages and not a penalty and shall be Seller's sole and exclusive remedy because of the difficulty in ascertaining the exact amount of damages sustained by Seller.

10.2 No Fault by Purchaser. In the event Closing fails to occur due to no fault of Purchaser, Purchaser may (i) terminate this Agreement upon written notice to Seller, upon which event all Earnest Money, Extension Deposits, and any other refundable and non-refundable deposits paid by Purchaser shall be immediately refunded to Purchaser (whether or not any or all of the aforementioned has previously been released to Seller), (ii) cure Seller's breach and deduct the cost of said cure from the Purchase Price, or (iii) exercise all of its available remedies at law or in equity, including, but not limited to, the right to seek a judgment compelling the specific performance of this Agreement and/or action for damages and reimbursement of all Earnest Money deposited or paid by Purchaser, including the Earnest Money or any portion thereof previously paid or released to Seller, if any.

11. GENERAL PROVISIONS

11.1 Completeness; Modification. This Agreement constitutes the entire agreement between the Parties hereto with respect to the transaction contemplated herein, and it supersedes all prior discussions, undertakings, or agreements between the Parties. This Agreement shall not be modified except by a written agreement

executed by both Parties.

- 11.2 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective officers, directors, members, partners, heirs, devisees, personal representatives, successors, and assigns.
- 11.3 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Michigan.
- 11.4 **Section Headings.** The Section headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of any Section.
- 11.5 **Pronouns.** All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
- 11.6 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by all Parties, all of which when taken together shall comprise one (1) agreement.
- 11.7 **Notices.** All notice and other communications required or permitted to be given hereunder shall be in writing and shall be effective as of the date of delivery, if served in person, two (2) days after the date of mailing, if served by certified or registered mail, postage prepaid and return receipt requested, or the next succeeding business day after deposit with a nationally recognized reputable overnight delivery service similar to UPS and/Federal Express. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or a day on which the main post office in Charlevoix, Michigan, is not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

If to Purchaser:
formed

Annalisa Savoretti, on behalf of an entity to be
1048 Goodlette Frank Road N.
Naples, FL 34102
Email: office@rdiproperties.net
Phone: (239) 434-6767

If to Seller:

City of Charlevoix
210 State Street
Charlevoix, MI 49720

With a Copy to:

Olson & Howard, P.C.
520 S. Union Street
Traverse City, MI 49684

If to Escrow Agent:

Barron Title Agency
309 Petoskey Avenue
Charlevoix, MI 49720

- 11.8 **Invalid Provisions.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
- 11.9 **Effective Date.** The term "Effective Date" as used in this Agreement shall mean the date upon which the Purchase Agreement is executed by both Purchaser and Seller.
- 11.10 **Assignment.** Purchaser shall be entitled without Seller's consent to assign to assign all of its right, title and interest in and to this Agreement.
- 11.11 **Further Assurances.** On or before Closing, each party shall do, make execute and deliver such additional and further acts, deeds, instruments, and documents as may be reasonably required to carry out the terms and provision of this Agreement.
- 11.12 **Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by Seller or Purchaser, neither party shall be liable nor responsible for, and there shall be excluded from the computation of any such period of time, any delays due to terrorist acts, strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of said party.
- 11.13 **Section 1031 Exchange.** At the request of either party, Purchaser and Seller agree to reasonably cooperate with the other and Escrow Agent in structuring and documenting the sale of the Real Estate to effect a tax-deferred exchange in accordance with the provisions of Section 1031 of the Internal Revenue Code and its corresponding regulations. Such cooperation shall be at no cost to the other party. In no event shall such cooperation require a delay of the Closing.

Signatures on the Following Page

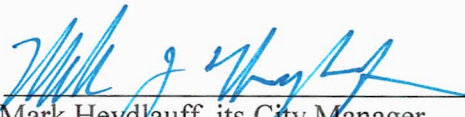
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth next to their respective signatures below.

PURCHASE: **Annalisa Savoretti, on behalf of an entity to be formed**

By: Signed by:
annalisa savoretti
06F0F421-D8A4-42BE-AD5A-CF92B499C49B
Annalisa Savoretti, its Member

Date: 4/23/2025

SELLER: **Mark Heydlauff, on behalf of the City of Charlevoix,**
Michigan

By: 
Mark Heydlauff, its City Manager

Dated: April 23, 2025

ADDENDUM

This agreement made this ____ day of **04/24/2025** 2025 by and between City of Charlevoix, Michigan, hereinafter referred to as “Seller” and Annalisa Savoretti, on behalf of an entity to be formed, or its assigns, hereinafter referred to as “Purchaser”.

WHEREAS, The parties entered into a Purchase Agreement dated on April 23, 2025, between City of Charlevoix, Michigan, as Seller, and Annalisa Savoretti, on behalf of an entity to be formed, or its assigns, as Purchaser, of certain real property located in the Township of Charlevoix, County of Charlevoix, State of Michigan, said Purchase Agreement is incorporated herein by reference:

The Purchase Agreement shall be amended as follows:

Parcel “A” Tax Parcel ID Number 004-034-027-20 shall be deleted;

And shall be replaced with:

Parcel “A” Tax Parcel ID Number shall be amended to 004-034-027-30.

All other terms and conditions in the Purchase Agreement shall remain the same.

**Purchaser: Annalisa Savoretti, on behalf of
an entity to be formed.**

By: 
Annalisa Savoretti
Its: _____
Dated: 4/24/2025

Seller: City of Charlevoix, Michigan

By: Mark Heydlauff
Mark Heydlauff
Its: _____
Dated: 04/24/2025

ESCROW AGREEMENT RE: EARNEST MONEY DEPOSIT

THIS ESCROW AGREEMENT is made to be effective as of the ___ day of April, 2025, by and between City of Charlevoix ("Seller"), Annalisa Savoretti ("Purchaser") and Barron Title Agency, L.L.C., a Michigan limited liability company ("BTA").

RECITALS

- A. Seller and Purchaser have entered into a Purchase Agreement which may include amendments and/or addendum thereto (hereinafter the "Purchase Agreement"), which establish terms and conditions whereunder Seller shall sell and convey, and Purchaser shall purchase and acquire, certain real property located in the Township of Charlevoix, Charlevoix County, Michigan, commonly known as Lake to Lake Trail Road and 6325 Lake to Lake Trail Road, Charlevoix, MI 49720.
- B. The parties wish to place into escrow with BTA those sums required as an earnest money deposit upon and pursuant to the Purchase Agreement (the "Deposit"), based upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties mutually and expressly agree as follows:

1. BTA agrees to accept and retain in escrow those sums tendered to it as the Deposit upon and pursuant to the Purchase Agreement, for disposition in the manner set forth below. The sum of \$ 10,000.00 has, in such regards, been tendered to BTA concurrent with the execution of this Agreement. BTA shall have no obligation to earn or remit interest upon the Deposit.
2. Upon closing of the sale contemplated by the Purchase Agreement, the Deposit shall be disbursed and applied by BTA upon and against the attendant obligations of Seller and Purchaser.
3. In the event that the sale contemplated by the Purchase Agreement does not close in accordance therewith, the terms of the Purchase Agreement shall govern the disposition of the Deposit. In the event of dispute, BTA shall not, be obligated to release the Deposit or any portion thereof to either Seller or Purchaser unless and until (i) both Seller and Purchaser provide written direction to BTA as to an agreed upon disposition of the Deposit, or (ii) BTA is furnished with a certified copy of a final judgment from a court of competent jurisdiction which directs disposition of the Deposit, together with satisfactory evidence that any right of appeal has expired. Additionally, if the contemplated sale does not close, either Seller or Purchaser may provide written notice to BTA of a proposed disposition of the Deposit (the "Disposition Notice"). BTA shall forward the Disposition Notice to the other party and BTA shall be entitled to disburse the Deposit in the manner proposed within the Disposition Notice, provided BTA has not received written protest to said Disposition Notice, within 10 days after having forwarded the same.
4. Upon release of the Deposit by BTA in accordance with the terms of this Agreement, this escrow shall terminate and BTA shall be released from any obligation or liability. It is expressly understood and agreed that BTA is acting in the capacity of a depository only and is

not, as such, responsible or liable for the sufficiency of the Deposit or the marketability of title.

5. Seller and Purchaser agree to indemnify and hold BTA harmless from any claims, losses, damages, judgments and reasonable expenses, including reasonable attorney fees, which BTA may incur as a result of any legal or administrative proceedings affecting this escrow, or the duties of BTA relating thereto. Such indemnification shall encompass, by way of example and not limitation, legal fees sustained by BTA in any interpleader action to determine the proper disposition and/or disbursement of the Deposit. In the event of litigation between Seller and Purchaser relating to their rights and duties hereunder, the prevailing party shall be entitled to collect from the nonprevailing party (excluding BTA), all out-of-pocket expenses incurred including reasonable attorney fees.
6. This Escrow Agreement may be executed in counterpart copies, each of which taken together shall constitute one and the same agreement. Any facsimile, photostatic or electronic copy of the bona fide signature of a party hereto shall have the same legal force and effect as an original signature.
7. This Escrow Agreement constitutes the entire understanding and agreement between the parties with respect to the matters addressed herein. This Agreement may not be amended or modified without the express written consent of all parties hereto.

IN WITNESS WHEREOF, this Escrow Agreement has been executed to be effective as of the day and year first above written.

"SELLER"

City of Charlevoix

By:
Its:

"PURCHASER"



Annalisa Savoretti

"BTA"

Barron Title Agency, LLC

By: Paula M. Barron
Its: Vice President



Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL TITLE-MICHIGAN

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title-Michigan, a Michigan Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

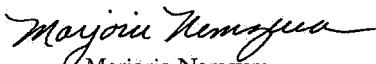
If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Barron Title Agency

By: 
 Paula M. Barron

Fidelity National Title-Michigan

By: 
 Michael J. Nolan
 President

ATTEST: 
 Marjorie Nemzura
 Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title-Michigan. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B00

ALTA Commitment for Title Insurance (07-01-2021)

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(2025040155.PFD/2025040155/4)



Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Barron Title Agency
 Issuing Office: 309 Petoskey Ave., PO Box 399, Charlevoix, MI 49720
 Issuing Office's ALTA® Registry ID: 1071657
 Loan ID No.:
 Commitment No.: 2025040155
 Issuing Office File No.: 2025040155
 Property Address: 6325 Lake to Lake Trail Rd, Charlevoix, MI 49720
 Revision No.:

SCHEDULE A

1. Commitment Date: May 30, 2025
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy

Proposed Insured: Annalisa Savoretti and or an entity to be formed
 Proposed Amount of Insurance: \$ 275,000.00
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: City of Charlevoix, a municipal corporation.
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

BARRON TITLE AGENCY

By: 
 Paula M. Barron

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title-Michigan. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B00

ALTA Commitment for Title Insurance (07-01-2021)

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(2025040155.PFD/2025040155/10)



SCHEDULE B, PART I - Requirements

Commitment No.: 2025040155

File No. 2025040155

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. A legal description of the property to be insured was not furnished at the time of application. Please immediately verify that the description as shown herein covers all of the intended property. Any additions or deletions should immediately be communicated to the issuing office.
6. Taxes must be paid current. For informational purposes, the following reflects the status of taxes:

AS TO PARCEL NUMBER: 15-004-034-026-00 (Part of)
TAX EXEMPT

Note: City, School and Village tax becomes due and payable July 1st and the County tax becomes due and payable December 1st

7. Taxes must be paid current. For informational purposes, the following reflects the status of taxes:

AS TO PARCEL NUMBER: 15-004-034-027-30
TAX EXEMPT

Note: City, School and Village tax becomes due and payable July 1st and the County tax becomes due and payable December 1st

8. Furnish insurer with a corporate resolution authorizing the sale/mtg and identifying officer(s) authorized to execute said deed/mtg.
9. Obtain written acknowledgement from the proposed insured (owner) that access to the land is by means of a private road, which is not required to be maintained by the County Road Commission.
10. Provide satisfactory proof that lot split approval has been granted by appropriate government entity.
11. Record Warranty Deed from the City of Charlevoix, a municipal corporation, to the insured owner.
12. Record ingress and egress easement agreement as set forth in Paragraph 4.2 of Agreement for Purchase and Sale.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title-Michigan. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B00

ALTA Commitment for Title Insurance (07-01-2021)

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(2025040155.PFD/2025040155/20)

SCHEDULE B

(Continued)

Commitment No.: 2025040155

File No. 2025040155

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession of all or any part of the premises not shown of record.
3. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Any facts, rights, interests, claims, or other matters which could be ascertained by an accurate survey and an inspection of the premises, or by making inquiry of persons in possession, including but not limited to easements, encroachments, overlaps, boundary line disputes, measurements and variations in area, content and/or party walls.
5. Unrecorded water, mineral or oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record.
6. Restrictions upon the use of the premises not appearing in the chain of title.
7. Rights of the public and of any governmental unit in any part of the insured premises taken, used or deeded for street, road or highway purposes; roads, ways, streams or easements, if any, not shown of record.
8. Riparian rights and the title to any filled-in lands; oil, gas and mineral rights and all rights incidental thereto.
9. Taxes, special assessments and other assessments which are not yet due or payable, which are not shown as existing liens by the public records, or which become a lien against the property after the date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
10. Dower and homestead rights, if any, of the wife of any individual insured, or of any individual herein shown to be a party in interest.
11. Easement for ingress, egress and utilities as set forth in Warranty Deed recorded in Liber 1407, Page 366, Charlevoix County Records.
12. Easement for ingress, egress and utilities as set forth in Warranty Deed recorded in Liber 331, Page 681, Charlevoix County Records.
13. Michigan State Highway Department Release of Right of Way recorded in Liber 109, Page 86, Charlevoix County Records.

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27C170B00

ALTA Commitment for Title Insurance (07-01-2021)

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(2025040155.PFD/2025040155/20)

SCHEDULE B

(Continued)

Commitment No.: 2025040155

File No. 2025040155

14. Easement as set forth in unrecorded Certificate of Boundary Survey, Ferguson & Chamberlain Associates, Inc., Job 30151-25 as disclosed by application.
15. Prospective ingress and egress easement agreement as set forth in Paragraph 4.2 of Agreement for Purchase and Sale.

NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

NOTE: In the event that the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title-Michigan. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B00

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(2025040155.PFD/2025040155/20)



SCHEDULE C

Commitment No.: 2025040155

File No. 2025040155

Land situated in the Township of Charlevoix, Charlevoix County, Michigan, described as:

PARCEL #1: Commencing at the West 1/4 corner of Section 34, Town 34 North, Range 8 West; thence along the East-West 1/4 line of said Section 34 and the centerline of Highway US-31 South 89°17'16" East 1985.53 feet (recorded as East 1984.46 feet) to a line described as being the West line of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence along said West line as monumented, South 00°55'45" West 485.71 feet (recorded as South 00°02'15" West 485.55 feet) to the Point of Beginning; thence continuing along said West line as monumented, South 00°55'45" West 433.86 feet (recorded as South 00°02'15" West 435.00 feet) to the line described as being the North line of the South 400 feet of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence along said North line as monumented, South 89°20'46" East 640.02 feet (recorded as South 89°49'00" East 640 feet) to the line described as being 20 feet West of the North-South 1/2 line of said Section 34; thence along said line as monumented, North 00°42'48" East 334.81 feet; thence North 89°29'54" West 100.00 feet; thence North 00°42'48" East 100.00 feet; thence North 89°25'54" West 538.39 feet (recorded as North 89°49'00" West) to the Point of Beginning; being a part of the Northeast 1/4 of the Southwest 1/4 of Section 34, Town 34 North, Range 8 West (Parcel #15-004-034-027-30);

AND ALSO

PARCEL #2 (Transfer Parcel): Commencing at a found PK nail at the West 1/4 corner of Section 34, Township 34 North, Range 8 West; thence along the East and West 1/4 line of said Section 34 and the centerline of Highway U.S. 31, South 89°17'47" East 1983.68 feet (recorded as East 1984.46 feet) to a line described as being the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 34; thence along said West line as monumented, South 0°45'55" West 530.51 feet (recorded as South 0°02'15" West) to a found iron rod; thence continuing along said West line as monumented, South 0°53'35" West (recorded as South 0°02'15" West) 388.94 feet to a found iron rod on a line described as being the North line of the South 400 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 34 and the POINT OF BEGINNING; thence continuing along said West line as monumented, South 0°53'35" West (recorded as South 0°02'15" West) 63.12 feet to a set iron rod; thence South 89°20'02" East 640.22 feet to a set iron rod on a line described as being 20 feet West of the North and South 1/4 line of said Section 34; thence along the aforementioned line as monumented, North 0°42'31" East 63.12 feet to a found iron rod on a line described as being the North line of the South 400 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 34; thence along said North line as monumented, North 89°20'02" West 640.02 feet to the POINT OF BEGINNING; being a part of the Northeast 1/4 of the Southwest 1/4 of Section 34 Township 34 North, Range 8 West (Part of Parcel #15-004-034-026-00).

Upon acquisition of title to Parcel 1 and Parcel 2, the combined legal description of the premises shall be:

COMBINED DESCRIPTION: Commencing at the West 1/4 corner of Section 34, Town 34 North, Range 8 West; thence along the East and West 1/4 line of said section, South 89°17'47" East 1783.62 feet (recorded as South 89°41'52" East 1784.46 feet) to a point on the centerline of Highway U.S. 31 and the POINT OF BEGINNING; thence South 0°42'01" West (recorded as South 0°22'25" West) 50.00 feet to a found iron rod on the South line of Highway U.S.-31; thence continuing South 0°42'01" West (recorded as South 0°22'25" West) 239.92 feet to a set iron rod; thence South 89°12'08" East 199.73 feet to a set iron rod on to a line described as being the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 34; thence along the aforementioned line, South 0°45'55" West (recorded as South 0°22'15" West) 240.25 feet to a found iron rod; thence continuing along the aforementioned line, South 0°53'35" West (recorded as South 0°22'15" West) 452.06 feet to a set iron rod; thence South 89°20'02" East 640.22 feet to a set iron rod on a line described as being 20 feet West of the North and South 1/4 line of said Section 34; thence along the aforementioned line as monumented, North 0°42'31" East (recorded as North 0°42'48" East) 398.05 feet to a found iron rod; thence North 89°25'54" West 100.00 feet to a found iron rod; thence North 0°39'47" East 99.96 feet (recorded as North 0°42'28" East 100.00 feet) to a found iron rod; thence North 89°24'54" West (recorded as North 89°49'00" West) 395.37 feet to a found iron rod; thence North 0°43'52" East 435.16 feet to a found iron rod on the South line of Highway U.S.-31; thence continuing North 0°43'52" East 50.00 feet to the East and West 1/4 line of said Section 34 and the centerline of Highway U.S.-31; thence along said 1/4 line and centerline, North 89°17'47" West (recorded as North 89°41'52" West) 343.05 to the Point of Beginning; being a part of the Northeast 1/4 of the Southwest 1/4 of Section 34, Town 34 North, Range 8 West.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;

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(2025040155.PFD/2025040155/4)

- ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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27C170B00

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(2025040155.PFD/2025040155/4)

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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(2025040155.PFD/2025040155/4)

RECEIVED CHARLEVOIX CO.

2024 JUN -3 PM 1:15

L: 1407 P: 366 H2024-0003072 WD

RECEIVED FOR RECORD
STATE OF MICHIGAN COUNTY OF CHARLEVOIX
SHIRLEY M. COBLENTZ, REGISTER OF DEEDS

06/03/2024 03:01:10 PM PAGES: 4



State of Michigan, County of Charlevoix, ss:
Charlevoix, June 3, 2024 I hereby certify
that there are no tax liens or titles held by the State or by
individuals on the land herein described in the within instrument
and that all taxes due thereon have been paid for the five years
preceding the date of said instrument as appears by the records in
my office. This does not cover taxes in process of collection by
Township, Cities, or Village Betty J. Simon et al
County Treasurer

SP
outsale

WARRANTY DEED

The Grantor, City of Charlevoix, whose address is 210 State Street, Charlevoix, MI 49720,

Conveys and Warrants to Peninsula Fiber Network, LLC, a Michigan limited liability company,
whose address is 1901 W. Ridge Street, Suite 2, Marquette, MI 49855 the following described premises,
situated in the Township of Charlevoix, County of Charlevoix, and State of Michigan, to-wit:

TAX CODE # PT of 15-004-034-027-20-EQU

Parcel A: Part of the Northeast Quarter of the Southwest Quarter of Section 34, Township 34 North, Range 8 West, Charlevoix Township, Charlevoix County, Michigan, described as commencing at a PK nail at the West 1/4 corner of Section 34; thence along the East and West 1/4 line of said Section 34 and the centerline of Highway US-31 South 89 degrees 17 minutes 16 seconds East 1985.53 feet (recorded as East 1984.46 feet) to a line described as being the West line of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence along said West line as monumented, South 0 degrees 55 minutes 45 seconds West 485.71 feet (recorded as South 0 degrees 02 minutes 15 seconds West 485.55 feet) to a found 1/2" iron rod; thence South 89 degrees 25 minutes 54 seconds East 538.39 feet (recorded as South 89 degrees 49 minutes 00 seconds East) to a set 1/2" iron rod and the Point of Beginning; thence South 0 degrees 42 minutes 48 seconds West 100.00 feet to a set 1/2" iron rod; thence South 89 degrees 25 minutes 54 seconds East 100.00 feet to a set 1/2" iron rod on a line described as being 20 feet West of the North and South 1/4 line of said Section 34; thence along said monumented line, North 0 degrees 42 minutes 48 seconds East 100.00 feet to a found 1/2" iron rod; thence North 89 degrees 25 minutes 54 seconds West 100.00 feet (recorded as North 89 degrees 49 minutes 00 seconds West) to the Point of Beginning.

Easement: An easement for ingress, egress and the installation and maintenance of both public and private utilities over part of the East 20 feet of the Northeast Quarter of the Southwest Quarter of Section 34, Township 34 North, Range 8 West, Charlevoix Township, Charlevoix County, Michigan, being more particularly described as: Commencing at a PK nail at the West 1/4 corner of Section 34; thence along the East and West 1/4 line of said Section 34 and the centerline of Highway US-31 South 89 degrees 17 minutes 16 seconds East 1985.53 feet (recorded as East 1984.46 feet) to a line described as being the West line of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence along said West line as monumented, South 0 degrees 55 minutes 45 seconds West 485.71 feet (recorded as South 0 degrees 02 minutes 15 seconds West 485.55 feet) to a found 1/2" iron rod; thence South 89 degrees 25 minutes 54 seconds East 638.39 feet (recorded as South 89 degrees 49 minutes 00 seconds East) to a set 1/2" iron rod on a line

described as being 20 feet West of the North and South 1/4 line of said Section 34 and the Point of Beginning; thence along said line as monumented North 0 degrees 44 minutes 45 seconds East 484.10 feet to the East and West 1/4 line of said Section 34 and the centerline of Highway US-31; thence along said 1/4 line and centerline, South 89 degrees 17 minutes 16 seconds East 20.00 feet to a found railroad spike at the center 1/4 of said Section 34; thence along the North and South 1/4 line of said Section 34, South 0 degrees 43 minutes 50 seconds West 584.06 feet; thence North 89 degrees 25 minutes 54 seconds West 20.10 feet to a line described as being 20 feet West of the North and South 1/4 line; thence along said line as monumented North 0 degrees 42 minutes 48 seconds East 100.00 feet to the Point of Beginning.

SEE ATTACHED "NOTICE OF PRIVATE ROAD"

Commonly known as: Lake to Lake Trail Road, Charlevoix, MI 49720
Tax Parcel # Part of 004-034-027-20

Together with and subject to any and all rights, reservations, restrictions, easements and conditions appearing in the recorded chain of title, if any.

The Grantor grants to the Grantee the right to make ZERO allowable divisions under the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended by PA 591 of 1996.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCLA 286.471, et seq.

for the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars.

Exempt from State and County transfer tax pursuant to MCLA 207.526(h)(i) and MCLA 207.505(h)(i).

Dated this 24th day of May, 2024.

City of Charlevoix

By: [Signature]
Mark L. Heydlauff, City Manager

STATE OF MICHIGAN }
 } ss.
COUNTY OF CHARLEVOIX }

The foregoing instrument was acknowledged before me, a Notary Public, on the 24th day of May, 2024, by Mark L. Heydlauff, City Manager of the City of Charlevoix.

[Signature]
Notary Public

Charlevoix County, Michigan
Acting in Charlevoix County
My Commission Expires: 2/21/27



City of Charlevoix

By:

Sarah J. Dvoracek
Sarah J. Dvoracek, City Clerk

STATE OF MICHIGAN

}
}ss.
}

COUNTY OF CHARLEVOIX

The foregoing instrument was acknowledged before me, a Notary Public, on the 20th day of May, 2024, by Sarah J. Dvoracek, City Clerk of the City of Charlevoix.

Kristen Young, Notary Public

Charlevoix County, Michigan

Acting in Charlevoix County

My Commission Expires: 2/21/27

This instrument prepared by:

F. Gregory Murphy (P23479)

419 W. Washington Street

Marquette, MI 49855

906-228-8316

(title not examined by preparer of deed; legal description not created by preparer of deed)



PRIVATE ROAD NOTICE

City of Charlevoix, informs Peninsula Fiber Network, LLC, a Michigan limited liability company, whose address is 1901 W. Ridge Street, Suite 2, Marquette, MI 49855, that the Property to be conveyed under the attached Deed is not provided access by a public road required to be maintained by the Board of County Road Commissioners.

This Notice is given as required by Section 261 of Act 288 of the Public Acts of 1967 (MCL 560.261).

Dated this 20th day of May, 2024.

City of Charlevoix

By: Mark L. Heydlauff
Mark L. Heydlauff, City Manager

STATE OF MICHIGAN }
COUNTY OF CHARLEVOIX } ss.

The foregoing instrument was acknowledged before me, a Notary Public, on the 20th day of May, 2024, by Mark L. Heydlauff, City Manager of the City of Charlevoix.

Kristen Young
Notary Public
Charlevoix County, Michigan
Acting in Charlevoix County
My Commission Expires: 2/21/27

City of Charlevoix

By: Sarah J. Dvoracek
Sarah J. Dvoracek, City Clerk

STATE OF MICHIGAN }
COUNTY OF CHARLEVOIX } ss.

The foregoing instrument was acknowledged before me, a Notary Public, on the 20th day of May, 2024, by Sarah J. Dvoracek, City Clerk of the City of Charlevoix.

Kristen Young
Notary Public
Charlevoix County, Michigan
Acting in Charlevoix County
My Commission Expires: 2/21/27

This instrument prepared by:
F. Gregory Murphy (P23479)
419 W. Washington Street
Marquette, MI 49855
906-228-8316



KNOW ALL MEN BY THESE PRESENTS: That Manthei Development Corporation, a Michigan Corporation, and Robert Stanley Notestine, Jr. and Cheanne M. Notestine, his wife whose address is South US 31 Highway, Charlevoix, MI 49720

Conveys and Warrants to City of Charlevoix, a Municipal Corporation

whose address is 210 State Street, Charlevoix, MI 49720

the following described premises situated in the Township of Charlevoix
County of Charlevoix and State of Michigan, to-wit:

See Attached for Complete Legal Description

STATE OF MICHIGAN
COUNTY OF CHARLEVOIX
RECEIVED FOR RECORD

1991 JUL -8 PM 3:03

Christine M. Cochran
REGISTER OF DEEDS

EPT
027-30

for the full consideration of EIGHTY FOUR THOUSAND EIGHT HUNDRED AND NO/100 (\$84,800.00) DOLLARS
subject to easements, restrictions, reservations and rights of way of record.

Dated this 2nd day of July 1991

Witnesses:

Signed and Sealed:

Eugene S. Steele

Manthei Development Corporation (L.S.)
a Michigan Corporation

Paula Merritt Ager

By Mark Manthei

is President

Robert Stanley Notestine, Jr.

STATE OF MICHIGAN
COUNTY OF Charlevoix

Cheanne M. Notestine

The foregoing instrument was acknowledged before me this 2nd day of July 1991

(1) by Mark Manthei

(2) President

(3) of Manthei Development Corporation

(4) a Michigan

Corporation on behalf of the said corporation.

and Robert Stanley Notestine, Jr. and Cheanne M. Notestine, his wife

My commission expires

KATHLEEN MARIE WAY

Notary Public, Charlevoix County, MI

My Commission Expires July 7, 1993 Notary Public

Note: Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of corporation (4) state of incorporation

Instrument Drafted by Donald J. Berlage

Business Address Pine River Building
Charlevoix, MI 49720

County Treasurer's Certificate

State of Michigan, County of Charlevoix, ss
I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original instrument as recorded in the public records of this county and that all taxes due thereon have been paid for the five years preceding the date of this instrument as required by the provisions of the Michigan Tax Code. This does not cover taxes in process of collection by the County, Cities or Villages.
Donald J. Berlage County Treasurer

REAL ESTATE
DEPT. OF TAXATION
93.50
PP 10588

Recording Fee

When recorded return to

State Transfer Tax

Send subsequent tax bills

Tax Parcel #

Land located in the Township of Charlevoix, County of Charlevoix, State of Michigan, described as:

Commencing at the West 1/4 corner of Section 34, Town 34 North, Range 8 West; thence East along the East and West 1/4 line of said section 1984.46 feet to the West line of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of said section; thence south 0°02'15" West along said line 50.00 feet to the South right of way of Highway U.S. 31; thence East along said right of way 143.00 feet; thence South 0°02'15" West 435.10 feet to the point of beginning; thence South 0°02'15" West 435.00 feet to the North line of the South 400.00 feet of the NE 1/4 of the SW 1/4 of said section; thence North 89°49'00" East along said line 497.00 feet to a point 20 feet West of the North and South 1/4 line of said section; thence North parallel with said 1/4 line 435.00; thence South 89°49'00" West 496.72 feet to the point of beginning; being a part of the NE 1/4 of the SW 1/4 of Section 34, Town 34 North, Range 8 West.

TOGETHER WITH an exclusive 23' easement for ingress, egress and utilities, described as follows:

In the Township of Charlevoix, Charlevoix County, Michigan; Commencing at the West 1/4 corner of Section 34, Town 34 North, Range 8 West; thence East along the East and West 1/4 line of said section 1984.46 feet to the West line of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of said section; thence South 0°02'15" West along said line 50.00 feet to the South right of way of Highway U.S. 31; thence East along said right of way 143.00 feet; thence South 0°02'15" West 435.10 feet; thence North 89°49'00" East 473.72 feet to the point of beginning; thence North 89°49'00" East 23.00 feet to a point 20 feet West of the North and South 1/4 line of said section; thence North parallel with said 1/4 line 293.39 feet to the Michigan State Highway Department clear view easement as recorded in Liber 109, Page 86; thence North 25°00' West along said easement 54.42 feet; thence South 342.79 feet to the point of beginning.

RELEASE OF RIGHT OF WAY

Oakley D. Hammond & wife Lephie E.

Received for record this 26th day of

to

October A.D. 1932 at 9-00 o'clock A.M.

State of Michigan

Frank J. Bird, Register

11/ 88 to 184708.

5.17%

015-13 No. 14 and PV.

MICHIGAN STATE HIGHWAY DEPARTMENT

Release of Right of Way

For and in consideration of the sum of Twenty five Dollars to us in hand paid by the State Highway Commissioner of the State of Michigan, the receipt whereof is hereby confessed and acknowledged, (I) (We) Oakley D. Hammond and wife Lephie E. do hereby ^{ever} release and convey to the people of the state of Michigan, an easement for highway purposes in, and upon, the following described parcels of land, to-wit:

A strip of land 50 ft. in width, lying south of and adjacent to the center line of US 31 as now surveyed over and across the E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 34 T. 34 N. R. 8 W, Charlevoix Twp. Charlevoix Co., Mich. Also a triangular parcel of land for vision in NE corner of SW $\frac{1}{4}$ of Sec. 34 T. 34 N. R. 8 W, Charlevoix Twp., Charlevoix Co., Mich. being further described as follows: Commencing at a point on N line of Sec. 36 T. 34 N. R. 8 W, 487.9 ft E of NW corner of said Sec. 35, thence to the right along the arc of a 2°10' curve (long chord bears S. 45°57' W. 4159.94 ft. thence N. 88°58' W. 480 ft. to N $\frac{1}{2}$ S $\frac{1}{4}$ line of Sec. 34 T. 34 N. R. 8 W thence S along said $\frac{1}{4}$ line 50 ft. to point of beg.; thence continuing S along said $\frac{1}{4}$ line 183 ft. thence N. 25°00' W 203 ft; thence S 88°58' E 80 ft. more or less to point of beg.

0.262 acres @ 41.985	\$11.00
Moving 35 rods of fence	
@ 40¢	14.00
	\$25.00

It is understood and agreed that all existing fences within or upon the above described parcels of land will be moved to the new right of way line by the owner before construction, and that all existing buildings and structures, other than fences, may remain where now standing unless and until in the opinion of the State Highway Commissioner, they are required to be moved on account of construction or maintenance of the road, in which case and at which time, they will be moved a reasonable distance outside of the highway limits without expense to the owner of the abutting property and left in as good condition as previous to moving.

This conveyance includes a release of any and all claims to damage arising from or incidental to the altering, widening, draining, and improving of the road and the location thereof in, over, and upon the land hereby granted.

This conveyance also includes the consent of the grantors to the removal of such trees, shrubs and vegetation as may be necessary in the construction and maintenance of the road, further notice of such removal being hereby expressly waived, it being understood and agreed that all desirable trees, shrubs, and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or disturbed, it being further understood and agreed that all timber, logs, and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the grantor.

The grantors covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no bill board, sign board, or advertising device, other than those advertising articles sold on the premises, shall be erected, permitted, or maintained in or upon the remaining lands and premises now owned by the grantor immediately adjoining the lands herein conveyed and within a distance of three hundred feet from the new right of way line, measured at right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a real covenant attached to and running with the land.

VERBAL AGREEMENTS WILL NOT BE CONSIDERED

In presence of

Arthur Bergeon.

Lephie E. Hammond (L.S.)

E. O. Curtis

Neil McAulay (L.S.)

I, as mortgagee, hereby agree to terms of this release.
NEIL MCANLEY

State of Michigan, County of Charlevoix, ss.

On this 19th day of November A.D. 1931, before me, the undersigned, a Notary Public in and for said County, personally appeared Oakley D. Hammond, Lephie E. Hammond, (his wife) and _____ to me known to be the persons who executed the foregoing release and acknowledged the same to be their own free act and deed.

E. O. Curtis
Notary Public, Grand Traverse County, Michigan
Acting in Charlevoix County, Michigan
My Commission Expires Sept. 14, 1932.

[illegible]

TRUST AGREEMENT

Mary Bell Randall & Husband
to
Herbert Thomson Randall et al

Received for record the 25th day of October, A.D.
1932 at 3-00 o'clock P. M.

Jessie T. Bird Register.

TRUST AGREEMENT

THIS TRUST AGREEMENT, Made this 23rd day of August, A.D. 1932, by and between MARY BELL RANDALL of Orange County , Florida, hereinafter called the DONOR (joined by W. D. Randall, her husband), AND HERBERT THOMSON RANDALL, GEORGE DEGOLVER RANDALL, LAURA RANDALL HUTTIG, and WALTER DOANE RANDALL hereinafter called the TRUSTEES.

W I T N E S S E T H:

WHEREAS, the DONOR is the owner of five thousand six hundred and seventy-three (5,673) shares of the capital stock of Champion Coated Paper Company, a corporation, of which approximately two thousand three hundred ninety-four (2,394) shares are subject to the lien of a collateral pledge to secure the payment of indebtednesses in the total sum of approximately Four Hundred Eighty-three Thousand Nine Hundred and Twenty and 65/100 Dollars (\$483,920.65), as hereinafter more specifically set forth: and

WHEREAS, the DONOR is also the owner of various other kinds of property, real, personal and mixed, including numerous pieces of real property in the States of Ohio, Michigan and Florida; and

WHEREAS, the DONOR is named as beneficiary in numerous life insurance policies issued by various life insurance companies upon the life of W. D. Randall, husband of the DONOR, upon which policies large loans have been made, so that they have at present very little, if any, cash surrender value; and

WHEREAS, said policies are; at the request of the DONOR, to be assigned to the Trustees, and the beneficiaries thereof are to be changed to the Trustees, so that said life insurance policies will be payable into the trust estate herein and hereby created; and

WHEREAS, the DONOR is the holder of certain life insurance policies issued by various companies on her own life, and desires to name the said Trustees as beneficiaries thereof, and to assign said policies to the Trustees; and

CERTIFICATE OF BOUNDARY SURVEY

PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 34, TOWN 34 NORTH, RANGE 8 WEST
CHARLEVOIX TOWNSHIP,
CHARLEVOIX COUNTY, MICHIGAN

CERTIFIED TO:
GREEN WOOD RESIDENCE, LLC
ATTN: TOM MURRAY
1048 GOLETTE FRANK ROAD, SUITE
202
NAPLES, FL 34102

CENTER 1/4 CORNER

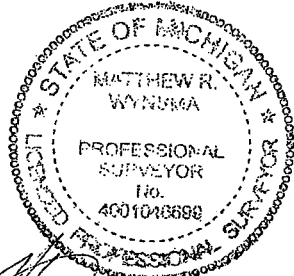
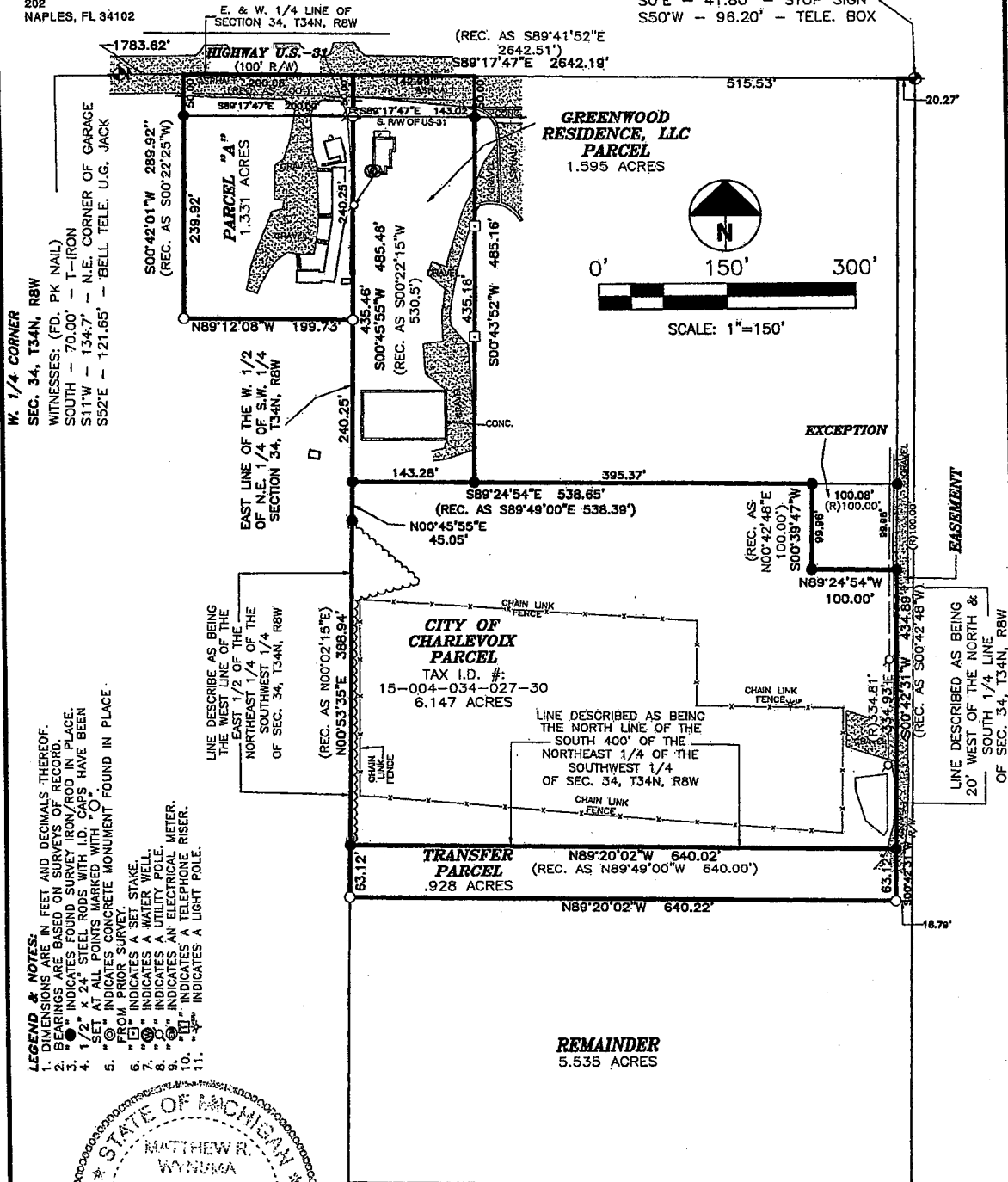
SEC. 34, T34N, R8W

WITNESSES: (FD. R/R SPIKE)

N0°W - 50.30' - S.E. COR. OF TRANSFORMER

S0°E - 41.80' - STOP SIGN

S50°W - 96.20' - TELE. BOX



MATTHEW R. WYNSMA P.S. NO. 4001046699

I HEREBY CERTIFY that I have surveyed and mapped the parcels heron described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with.

This survey plot was prepared for the exclusive use of the person, persons, or entity named in the certification hereon. Said certificate does not extend to any unnamed third person without an express recertification by the surveyor naming said third person.

SHEET 1 OF 4

FERGUSON & CHAMBERLAIN ASSOCIATES, INC.
PROFESSIONAL SURVEYORS
103 W. UPRIGHT STREET, CHARLEVOIX, MICHIGAN 49720
(231)547-6882 - FAX (231) 547-0021
EMAIL: info@fcasurveying.com

FIELD: 03/06/2025	STAKED: SB	DRAWN: CWB
JOB: 30151-25	DATE: 03/25/2025	

CERTIFICATE OF BOUNDARY SURVEY

CERTIFIED TO:
GREEN WOOD RESIDENCE, LLC
ATTN: TOM MURRAY
1048 GOLETTE FRANK ROAD, SUITE
202
NAPLES, FL 34102

PARCEL "A" DESCRIPTION:

In the Township of Charlevoix, Charlevoix County, Michigan,
Commencing at the West 1/4 corner of Section 34, Town 34 North, Range 8 West; thence along the East and West 1/4 line of said section, South 89°17'47" East 1783.62 feet (recorded as South 89°41'52" East 1784.46 feet) to a point on the centerline of Highway U.S. 31, being the **POINT OF BEGINNING** of the description; thence continuing along said 1/4 line and said centerline, South 89°17'47" East 200.06 feet (recorded as South 89°41'52" East 200.0 feet); thence along the East line of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of said section, South 00°45'55" West (recorded as South 00°22'25" West) 50.0 feet to the South line of said highway; thence continuing along the aforementioned line, South 00°45'55" West (recorded as South 00°22'25" West) 240.25 feet; thence North 89°12'08" West 199.73 feet; thence along the West line of the East 200.0 feet of the West 1/2 of the Northeast 1/4 of the Southwest 1/4, North 0°42'01" East (recorded as North 0°22'25" East) 239.92 feet to the South line of said highway; thence continuing along the aforementioned line, North 0°42'01" East (recorded as North 0°22'25" East) 50.00 feet to the Point of Beginning; being a part of the Northeast 1/4 of the Southwest 1/4 of Section 34, Town 34 North, Range 8 West and containing 1.331 acres. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

GREENWOOD RESIDENCE, LLC DESCRIPTION:

The West 143 feet of the East 1/4 of the Northeast 1/4 of the Southwest 1/4 EXCEPT the South 835 feet of Section 34, Township 34 North, Range 8 West, Charlevoix Township, Charlevoix County, Michigan, being more particularly described as follows:

In the Township of Charlevoix, Charlevoix County, Michigan,
Commencing at a found PK nail at the West 1/4 corner of Section 34, Township 34 North, Range 8 West; thence along the East and West 1/4 line of said Section 34 and the centerline of Highway U.S.-31, South 89°17'47" East 1983.68 feet to the POINT OF BEGINNING; thence continuing along said 1/4 line and centerline, South 89°17'47" East 142.99 feet (recorded as 143 feet); thence South 0°43'52" West 50.00 feet to a found iron rod on the South line of Highway U.S.-31; thence continuing South 0°43'52" West 435.16 feet to a found iron rod; thence North 89°24'54" West 143.28 feet (recorded as 143 feet) to a found iron rod; thence North 0°45'55" East 435.46 feet to a found iron rod on the South line of Highway U.S.-31; thence North 0°45'55" East 50.00 feet to the POINT OF BEGINNING; being a part of the Northeast 1/4 of the Southwest 1/4 of Section 34 Township 34 North, Range 8 West and containing 1.595 acres. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.



Matthew R. Wynsma
MATTHEW R. WYNSMA

P.S. NO. 4001046699

I HEREBY CERTIFY that I have surveyed and mapped the parcels heron described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with.

This survey plat was prepared for the exclusive use of the person, persons, or entity named in the certification hereon. Said certificate does not extend to any unnamed third person without an express recertification by the surveyor naming said third person.

SHEET 2 OF 4

FERGUSON & CHAMBERLAIN ASSOCIATES, INC.
PROFESSIONAL SURVEYORS
103 W. UPRIGHT STREET, CHARLEVOIX, MICHIGAN 49720
(231) 547-6882 — FAX (231) 547-0021
EMAIL: info@fcasurveying.com

FIELD: 03/08/2025	STAKED: SB	DRAWN: CWB
JOB: 30151-25	DATE: 03/25/2025	

CERTIFICATE OF BOUNDARY SURVEY

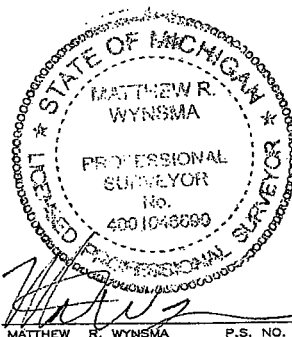
CERTIFIED TO:
GREEN WOOD RESIDENCE, LLC
ATTN: TOM MURRAY
1048 GOLETTE FRANK ROAD, SUITE
202
NAPLES, FL 34102

CITY OF CHARLEVOIX PARCEL DESCRIPTION:

In the Township of Charlevoix, Charlevoix County, Michigan,
Commencing at a found PK nail at the West 1/4 corner of Section 34, Township 34 North, Range 8 West; thence along the East and West 1/4 line of said Section 34 and the centerline of Highway U.S.-31, South 89°17'47" East 1983.68 feet (recorded as East 1984.46 feet) to a line described as being the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 34; thence along said West line as monumented, South 0°45'55" West 485.46 feet (recorded as South 0°02'15" West 485.55 feet) to a found iron rod and the POINT OF BEGINNING; thence continuing along said West line as monumented, South 0°45'55" West (recorded as South 0°02'15" West) 45.05 feet to a found iron rod; thence continuing along said West line as monumented, South 0°53'35" West (recorded as South 0°02'15" West) 388.94 feet to a found iron rod on a line described as being the North line of the South 400 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 34; thence along said North line as monumented, South 89°20'02" East 640.02 feet (recorded as South 89°49'00" East 640 feet) to a found iron rod on a line described as being 20 feet West of the North and South 1/4 line of said Section 34; thence along the aforementioned line as monumented, North 0°42'31" East (recorded as North 0°42'48" East) 334.93 feet to a found iron rod; thence North 89°25'54" West 100.00 feet to a found iron rod; thence North 0°39'47" East 99.96 feet (recorded as North 0°42'28" East 100.00 feet) to a found iron rod; thence North 89°24'54" West (recorded as North 89°49'00" West) 538.65 feet to the POINT OF BEGINNING; being a part of the Northeast 1/4 of the Southwest 1/4 of Section 34 Township 34 North, Range 8 West and containing 6.147 acres. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

TRANSFER PARCEL DESCRIPTION:

In the Township of Charlevoix, Charlevoix County, Michigan,
Commencing at a found PK nail at the West 1/4 corner of Section 34, Township 34 North, Range 8 West; thence along the East and West 1/4 line of said Section 34 and the centerline of Highway U.S.-31, South 89°17'47" East 1983.68 feet (recorded as East 1984.46 feet) to a line described as being the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 34; thence along said West line as monumented, South 0°45'55" West 530.51 feet (recorded as South 0°02'15" West) to a found iron rod; thence continuing along said West line as monumented, South 0°53'35" West (recorded as South 0°02'15" West) 388.94 feet to a found iron rod on a line described as being the North line of the South 400 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 34 and the POINT OF BEGINNING; thence continuing along said West line as monumented, South 0°53'35" West (recorded as South 0°02'15" West) 63.12 feet to a set iron rod; thence South 89°20'02" East 640.22 feet to a set iron rod on a line described as being 20 feet West of the North and South 1/4 line of said Section 34; thence along the aforementioned line as monumented, North 0°42'31" East 63.12 feet to a found iron rod on a line described as being the North line of the South 400 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 34; thence along said North line as monumented, North 89°20'02" West 640.02 feet to the POINT OF BEGINNING; being a part of the Northeast 1/4 of the Southwest 1/4 of Section 34 Township 34 North, Range 8 West and containing 0.928 acres. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.



I HEREBY CERTIFY that I have surveyed and mapped the parcels heron described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with.

This survey plat was prepared for the exclusive use of the person, persons, or entity named in the certification hereon. Said certificate does not extend to any unnamed third person without an express recertification by the surveyor naming said third person.

SHEET 3 OF 4

FERGUSON & CHAMBERLAIN ASSOCIATES, INC.
PROFESSIONAL SURVEYORS
103 W. UPRIGHT STREET, CHARLEVOIX, MICHIGAN 49720
(231)547-6882 - FAX (231) 547-0021
EMAIL: info@fcasurveying.com

FIELD: 03/06/2025	STAKED: SB	DRAWN: CWB
JOB: 30151-25	DATE: 03/25/2025	

CERTIFICATE OF BOUNDARY SURVEY

CERTIFIED TO:
GREEN WOOD RESIDENCE, LLC
ATTN: TOM MURRAY
1048 GOLETTE FRANK ROAD, SUITE
202
NAPLES, FL 34102

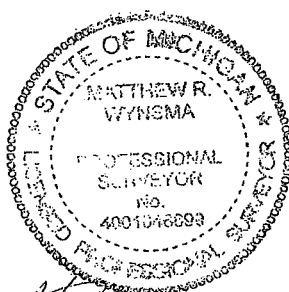
COMBINED DESCRIPTION:

In the Township of Charlevoix, Charlevoix County, Michigan,
Commencing at the West 1/4 corner of Section 34, Town 34 North, Range 8 West; thence along the East and West 1/4 line of said section, South 89°17'47" East 1783.62 feet (recorded as South 89°41'52" East 1784.46 feet) to a point on the centerline of Highway U.S. 31 and the POINT OF BEGINNING; thence South 0°42'01" West (recorded as 50°22'25" West) 50.00 feet to a found iron rod on the South line of Highway U.S.-31; thence continuing South 0°42'01" West (recorded as 50°22'25" West) 239.92 feet to a set iron rod; thence South 89°12'08" East 199.73 feet to a set iron rod on to a line described as being the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 34; thence along the aforementioned line, South 0°45'55" West (recorded as South 0°22'15" West) 240.25 feet to a found iron rod; thence continuing along the aforementioned line, South 0°53'35" West (recorded as South 0°22'15" West) 452.06 feet to a set iron rod; thence South 89°20'02" East 640.22 feet to a set iron rod on a line described as being 20 feet West of the North and South 1/4 line of said Section 34; thence along the aforementioned line as monumented, North 0°42'31" East (recorded as North 0°42'48" East) 398.05 feet to a found iron rod; thence North 89°25'54" West 100.00 feet to a found iron rod; thence North 0°39'47" East 99.96 feet (recorded as North 0°42'28" East 100.00 feet) to a found iron rod; thence North 89°24'54" West (recorded as North 89°49'00" West) 395.37 feet to a found iron rod; thence North 0°43'52" East 435.16 feet to a found iron rod on the South line of Highway U.S.-31; thence continuing North 0°43'52" East 50.00 feet to the East and West 1/4 line of said Section 34 and the centerline of Highway U.S.-31; thence along said 1/4 line and centerline, North 89°17'47" West (recorded as North 89°41'52" West) 343.05 to the Point of Beginning; being a part of the Northeast 1/4 of the Southwest 1/4 of Section 34, Town 34 North, Range 8 West and containing 10.000 acres. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

EASEMENT DESCRIPTION:

An easement for ingress, egress and the installation and maintenance of both public and private utilities over part of the East 20 feet of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 34 North, Range 8 West, being more particularly described as:

Commencing at a found PK nail at the West 1/4 corner of Section 34, Township 34 North, Range 8 West; thence along the East and West 1/4 line of said Section 34 and the centerline of Highway U.S.-31, South 89°17'47" East 1983.68 feet (recorded as East 1984.46 feet) to a line described as being the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 34; thence along said West line as monumented, South 0°45'55" West 531.01 feet (recorded as South 0°02'15" West) to a found iron rod; thence continuing along said West line as monumented, South 0°53'35" West (recorded as South 0°02'15" West) 452.06 feet to a set iron; thence South 89°20'02" East 640.22 feet to a set iron rod on a line described as being 20 feet West of the North and South 1/4 line of said Section 34 and the POINT OF BEGINNING; thence along the aforementioned line as monumented, North 0°42'31" East 982.14 feet to the East and West 1/4 line of said Section 34 and the centerline of Highway U.S.-31; thence along said 1/4 line and centerline, South 89°17'47" East (recorded as East) 20.27 feet to a found railroad spike at the Center of said Section 34 as monumented; thence along the North and South 1/4 line of said Section 34 as monumented, South 0°47'43" West 982.18 feet; thence North 89°20'02" West 18.79 feet to the POINT OF BEGINNING.



Matthew R. Wynsma
MATTHEW R. WYNSMA

P.S. NO. 4001046699

I HEREBY CERTIFY that I have surveyed and mapped the parcels heron described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with.

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SHEET 4 OF 4

FERGUSON & CHAMBERLAIN ASSOCIATES, INC.
PROFESSIONAL SURVEYORS
103 W. UPRIGHT STREET, CHARLEVOIX, MICHIGAN 49720
(231)547-6882 - FAX (231) 547-0021
EMAIL: info@fcasurveying.com

FIELD: 03/06/2025	STAKED: SB	DRAWN: CWB
JOB: 30151-25	DATE: 03/25/2025	

Charlevoix City Council

All Other Actions and Requests

Title: 109 Mason Street Redevelopment Proposal

Date: September 2, 2025

Presented By: Mark Heydlauff, City Manager

Background:

Last October, City Council approved a request for proposals to redevelop 109 Mason Street as part of the Redevelopment Ready Communities program of the Michigan Economic Development Corporation. MEDC provided us resources and contracted architectural firm Smith Group to assist in drawing renderings and designs for a building that would continue to house the Chamber of Commerce and Visit Charlevoix within a smaller office footprint and also add housing units on a second and third floor. The RFP approved by Council reflected this work and was based on our current zoning rules and expectations for a building that would "fit" within the character of downtown Charlevoix.

We released this RFP twice. This past winter, we received no proposals. Last week, following a second release of the RFP, we received one proposal from Layton Construction of Sandy, Utah. Alex Drecksell is their director of development and has family ties to Michigan where the firm is interested in expanding. They have significant experience in the western US building relevant housing projects and developments. They have been in contact with the Michigan State Housing Development Authority on ways to leverage state funding incentives for housing construction. As you can see in their proposal, they are targeting the creation of 12-14 residential units at 109 Mason Street and would maintain the Chamber and CVB presence in the building for at least 10 years.

In return for the rent-restricted housing being proposed and maintaining the Chamber/CVB presence in the building for the initial term, they are seeking a sale of the property for \$1. This is likely to be conditional on receiving the funding from MSHDA.

As requested by Council, I discussed the prospect of this transaction being done as a long-term lease rather than a sale. Mr. Drecksell and his firm are open to this prospect though it might limit the applicability of the HTIF usage since the property be taxed differently since the deed would still be held by the City and thus tax-exempt. In any case, the draft letter would satisfy the requirements for MSHDA consideration of the project and it includes the potential provision of a conveyance by long-term lease. If Council were to move forward and if MSHDA granted grant and loan financing, we could then determine the conveyance method if it is agreeable to Council.

For the applications to be submitted to MSHDA, Layton Construction needs some feedback from the City on our willingness to engage this development ahead of an October 1 grant application deadline for them to submit to MSHDA.

The included letter was reviewed by the City Attorney and drafted with the assistance of AI tools.

Recommendation:

Council discussion and direction.

Attachments:

1. Charlevoix RFQ Submittal
2. Letter of acceptance- Layton Construction
3. Tony Lentych email

**109 MASON
CHARLEVOIX, MICHIGAN**

TABLE OF CONTENTS

SUBJECT	PAGE
LETTER OF INTEREST	03
CONCEPT PLAN AND DESIGN	05
DEVELOPMENT EXPERIENCE - PAST PROJECTS	09
REFERENCES	12
FISCAL CAPACITY	13
RESUME	17

LETTER OF INTEREST

PROPOSAL NARRATIVE FOR 109 MASON STREET, CHARLEVOIX, MI

Thank you for the opportunity to submit this proposal for the 109 Mason Street property in Charlevoix, Michigan. I am Alex Drecksell, a developer based in Salt Lake City, Utah, with deep personal ties to Northern Michigan through my wife's family. Our frequent visits to the region have cultivated a profound passion for this community, and the 109 Mason opportunity allows me to combine this commitment with my professional expertise to address the area's pressing housing needs. I would like to express my gratitude to the numerous individuals and organizations who have gone above and beyond to assist with this submission, embodying the true spirit of Midwest hospitality. Their genuine kindness, willingness to help, and strong sense of community—qualities increasingly rare today—further reinforce my confidence in the project's potential for success.

QUALIFICATIONS AND EXPERIENCE

I currently lead development efforts for a prominent contractor and development group headquartered in Utah, managing a pipeline of over 1,800 residential units across Utah, Colorado, and Idaho over the past five years. This diverse portfolio encompasses rental townhomes, single-family homes, apartments, and mixed-use projects. Recently, I have driven public-private partnership initiatives in housing-constrained Western U.S. markets, utilizing funding sources such as Low-Income Housing Tax Credits (LIHTC) and Tax Increment Financing (TIF), alongside innovative deal structures with local municipalities to deliver mixed-income housing.

While this project will not be executed under my current employer, it represents a passion project for myself and a select group of partners. Upon selection, we will establish a new entity to develop 109 Mason, leveraging my extensive experience to ensure its successful execution. Recognizing the value of local expertise in unfamiliar markets, I have collaborated with regional consultants to identify financing opportunities. I have worked closely with Zach Sompels of Housing North and Dan Leonard of the Michigan Economic Development Corporation (MEDC), who have proven invaluable in shaping a viable plan. Despite discovering this opportunity in late June with only six weeks until the submission deadline, their support, combined with insights from Tony Lentych (MSHDA Chief Housing Investment Officer), Mac McClelland (Charlevoix Brownfield Authority), Joe Lavender (City of Charlevoix), and Dan Kinkead (SmithGroup), enabled us to expedite discussions and prepare this proposal efficiently.

FINANCING STRATEGY

Through these consultations, the primary housing grant identified is MSHDA's Mi Neighborhood Grant program, offering up to \$100,000 per unit and serving as a cornerstone of the capital stack. The next funding round, opening in October 2025, requires prompt action post-selection to submit a competitive application, with compliance to MSHDA design standards potentially necessitating plan modifications, as outlined later. According to Dan Leonard, MEDC grant funding is limited for this cycle, though attractive gap lending terms remain available as a secondary option to address any financing shortfalls. Another vital component is the Housing Tax Increment Financing (HTIF) program through the County's Brownfield Authority, with Joe Lavender providing a high-level assessment of the building's future cash value and Mac McClelland assisting in establishing a preliminary HTIF target—both essential for project viability.

Furthermore, Tony Lentych introduced a new MSHDA loan program secured by HTIF revenue, featuring two interest rate structures: (1) a construction rate with an anticipated transition to permanent financing, and (2) a long-term rate linked to MSHDA's bond program, which varies depending on funding sources. The TIF revenue will be assigned to MSHDA to facilitate loan repayment. Preliminary terms are outlined in the financing section, with a comprehensive term sheet to be developed as the HTIF process progresses. Tony has indicated a tentative commitment from MSHDA to finance this project, contingent upon HTIF approval. Upon selection, I will collaborate with the County Brownfield Authority to define the TIF parameters, a necessary step for MSHDA to complete their review and finalize the HTIF loan term sheet.

PROJECT EXECUTION AND BUDGET

The success of this development relies heavily on effective construction execution and cost management. To this end, I engaged Daniel Escobar Bercini, a former Project Manager with Wolverine Building Group, who led preconstruction for Petoskey's Lofts and Lumber Square—the most comparable recent project in the region, albeit larger than 109 Mason. His expertise informed a high-level budget based on the current design and footprint from the RFQ, which initially indicates the project is not yet feasible. However, through value engineering in collaboration with SmithGroup and the City, we can align costs with the project summary budget while adhering to Charlevoix's design standards. Further details are provided in the project design section for reference.

COMMUNITY BENEFITS / TRANSFER OF OWNERSHIP

A central element of this project is providing dedicated space for the Chamber of Commerce and Visit Charlevoix. Upon selection, I will partner with these organizations to evaluate their specific requirements and offer them occupancy in the retail space at no base rent, with their responsibility limited to covering their proportionate share of utility usage. I propose an initial 10-year lease term with a 5-year renewal option, ensuring a sustainable long-term solution within a contemporary facility. Based on a \$16 per square foot annual market lease rate for a 1,500-square-foot space with 3% annual rent escalations, this arrangement is projected to contribute approximately \$275,000 in value to these essential community organizations over the term.

The financial viability of this project depends on a land purchase price of \$1 from the City of Charlevoix, as a higher cost would jeopardize feasibility, particularly considering the abated rent for the Chamber of Commerce and Visit Charlevoix. It is assumed that the property transfer will take place following the successful award of both the Mi Neighborhood Grant and Brownfield HTIF approval.

Sincerely,

Alex Drecksell
Drecksell_alex@hotmail.com

I have read and understands the RFQ and
accept the written instructions contained with it.



109 MASON

CONCEPT PLAN & DESIGN

The concept plan for 109 Mason aligns closely with the City of Charlevoix's goals to address the region's housing shortage while providing a sustainable solution for the Chamber of Commerce and Visit Charlevoix. In line with the designs and intent outlined in the RFQ, the project envisions a 3-story, elevator-served structure that complies with Charlevoix design standards, objectives, and the Michigan Building Code.

The first floor will feature ground-floor commercial space dedicated to the Chamber of Commerce and Visit Charlevoix, potentially including publicly accessible restrooms. Upon selection, I intend to work with the design team to conduct a thorough spatial analysis to ensure these spaces meet the operational needs of these organizations, with this priority guiding the planning process.

The second and third floors will be reserved for rental residential housing, targeting the workforce supporting local businesses, as agreed with the City and aligned with the RFQ's housing goals. With the rising cost of for-sale housing and persistent high interest rates rendering homeownership unaffordable for many, this project aims to offer a new, clean, and respectable rental option for a population in dire need of housing diversity. To comply with MSHDA's Mi Neighborhood Grant and Brownfield Housing TIF policies, the units will target households at or below 120% of the area median income (AMI), with MSHDA's stricter requirement mandating that at least 20% (approximately 3-4 units) be offered to those at or below 60% AMI. A lien restriction, in the form of a recorded lien or regulatory agreement, will be imposed on all assisted units for a minimum of five years to ensure affordability, a factor integrated into the financial analysis without compromising project viability given Charlevoix County's current income standards.



Adherence to MSHDA design standards is critical for securing the Mi Neighborhood Grant and potential TIF loan, necessitating compliance with unit sizing requirements: 750 square feet for two-bedroom units, 450 square feet for one-bedroom units, and 350 square feet for studios. Discussions with Tony Lentych suggest that waivers may be considered on a case-by-case basis, though deviations could jeopardize funding eligibility. The current high-level site plan provided by the City shows all residential units out of compliance, requiring modification. I have engaged Dan Kinkad of SmithGroup to review these standards and develop alternative site plans, detailed below for both the ground floor and upper residential floors.

109 MASON

GROUND FLOOR SITE PLAN

GROUND FLOOR MODIFICATIONS

To maximize housing capacity, the updated Ground Floor site plan repurposes the rear portion of the building to accommodate two additional residential units. This option is preferred as it expands the residential footprint, increases the net rentable floor area, and offers the Chamber of Commerce and Visit Charlevoix a highly visible office space along Mason Street. This modification represents the most effective approach to enhancing the project's efficiency and financial viability.



109 MASON

RESIDENTIAL FLOORS SITE PLAN

RESIDENTIAL SITE PLAN MODIFICATIONS

The revised site plan by SmithGroup for the second and third floors is largely compliant with MSHDA standards. According to Tony Lentych, the most problematic units from the original design were the 597-square-foot two-bedroom units, which are unlikely to receive approval or waivers. Well-designed studio and one-bedroom units are more likely to be approved even if slightly undersized, positioning the two-bedroom units as the primary design constraint within the current footprint and limiting overall density. This updated plan maximizes the residential unit count while maintaining substantial compliance with MSHDA standards.



109 MASON

CONCEPT PLAN & DESIGN

Due to the limited time available to prepare this response to the RFQ, specific design considerations and modifications have not yet been fully developed. Based on the costing analysis conducted with Daniel Escobar Bercini and an evaluation of the project's financial targets, it is likely that design adjustments will be necessary, potentially diverging from the City of Charlevoix's conceptual renderings in the RFQ. My primary goal is to deliver a project that fully complies with the City's design standards and the Michigan Building Code, resulting in an exceptional final product that embodies the architectural and aesthetic essence of the region's coastal communities along Lake Michigan.

One aspect of the project that has captured my interest is the unique design influence of the area, which seamlessly blends traditional and contemporary elements. This approach integrates charm with practical functionality, prioritizing sustainability, community integration, and a nod to the region's resort-town identity, ensuring that the building enhances the coastal landscape rather than detracting from it. To frame the inspiration for this project, I have included imagery of current developments across the region.

I am deeply committed to collaborating with the City of Charlevoix to develop a plan that garners community support and aligns with the RFQ's intent. This overview, informed by thorough research and consultations with various experts, seeks to provide the City with a comprehensive perspective on the options available to maximize benefits for the community, local businesses, and future residents. I look forward to a transparent and collaborative process with the City and community to finalize a plan that meets the RFQ's objectives while remaining financially viable.



SAWMILL LOFTS - GRAYLING



**"THE CURRENT" APARTMENTS
- GRAND RAPIDS**



**TAKE TWO CONDOS
- HARBOR SPRINGS**

DEVELOPMENT EXPERIENCE

PAST PROJECTS



VICTORY FLATS

BOISE, ID

Class A, market-rate multifamily development.

Located in the city of Boise, Victory Flats consists of 301 residential units on 15 acres. The range of housing types, from townhome-style rental options to apartments, helps bridge the gap between traditional rental options and for-sale single-family housing. The building arrangement and site design create an attractive, urban-feeling landscape. Internal driveways and pathways provide connectivity and integration to surrounding properties. The highly amenitized community includes a clubhouse and fitness facility with a rooftop patio, an outdoor lap swimming pool, a playground and two dog parks.

SIZE

536,140 SF

CONTRACT VALUE

\$95.5M



AVANTERRA BLACK FOREST

COLORADO SPRINGS, CO

Residential single-family development.

Avanterra Black Forest is a pioneering single-family home rental community, offering a unique blend of maintenance-free living with the privacy and space of detached homes. The development features 123 homes, ranging from one to four bedrooms, each designed with open-concept layouts, large gourmet kitchens, abundant storage, private backyards, and driveway and garage parking.

Located just 20 minutes north of Colorado Springs, Avanterra Black Forest provides residents with small-town charm and big-city conveniences. The community includes resort-style amenities such as a pool, 24-hour fitness center, community clubhouse, and a leash-free dog park with a pet spa. This innovative approach to community living combines the best of both worlds—private, spacious homes with the convenience and amenities of apartment-style living.

SIZE	231,500 SF
YEAR COMPLETED	2025
CONTRACT VALUE	\$45.3M



THE SPRINGS AT NORTHGATE

COLORADO SPRINGS, CO

Wood-framed multifamily housing development on 15 acres.

The Springs at Northgate features 12 buildings with 20 units each, totaling 240 units. The gated community offers an equal mix of studio, one-bedroom, two-bedroom, and three-bedroom units with washers, dryers, walk-in closets, and full kitchens. Units also include patios or balconies, smart doorbells, and heated garages. Community amenities include a clubhouse, fitness center, pool, spa, outdoor kitchen with grilling stations, dog park, bicycle storage, and two acres of open space.

REFERENCES

- Tim Keane – Former Planning Director, City of Boise, Calgary & Charleston

 keanet@charleston-sc.gov

- Nicholas Rumanes – Executive Vice President, Live Nation Entertainment. Former Head of Strategic Development, Welltower Inc.

 nicholas@rumanes.com

- Jake Pinto – Vice President of Development, Alpine Start Development

 (949)422-1574

FISCAL CAPACITY

Several key assumptions and clarifications underpin this proforma analysis for the 109 Mason Street Project. The financial model assumes the implementation of both "Site Plan A" for the ground floor and the upper residential floors, an approach designed to maximize the project's financial feasibility. Any deviation from this assumption would necessitate additional financial support. I have incorporated the complete budget prepared by Daniel Escobar Bercini, including a buildout schedule and an overview of the challenges and constraints associated with constructing this development. As noted in the letter of interest, this budget is based on a cost estimate derived from the conceptual floor plans and renderings provided by the City in the RFQ. As currently structured, this budget poses execution challenges; therefore, for the purposes of this proforma, I have assumed a 10% reduction in vertical construction costs. Based on my discussions with Daniel and my general construction expertise, there is a realistic pathway to achieve these cost savings while ensuring full compliance with the City of Charlevoix's design standards and delivering a high-quality project. Additionally, without a comprehensive site and utility analysis, this budget presumes that all utilities are stubbed to the property with sufficient capacity to support the development, and that no significant site, soil, or environmental remediation issues—beyond standard site development costs—will arise.

To ensure compliance with the Mi Neighborhood Grant and Brownfield Housing Tax Increment Financing (HTIF) requirements, I have incorporated the applicable income and rent limits into this proforma for reference. The efficient unit designs result in all-in rent figures that are significantly below the Charlevoix rent limits for 120% of the Area Median Income (AMI), providing ample flexibility to adjust rents based on demand and project execution. Regarding the Mi Neighborhood Grant's mandate to allocate 20% of the units (approximately 3-4 units) to individuals earning no more than 60% AMI, the projected pricing for studio units aligns closely with the 60% AMI maximum. For clarity, tenants will need to qualify based on income limits, not merely rental rates; however, given the limited number of units and the strong housing demand, I do not expect this requirement to significantly impact the proforma's rent assumptions or compliance.

In conclusion, I would like to underscore that the funding period for the Mi Neighborhood Grant is scheduled to open on October 1st, contingent on funding availability, which has yet to be finalized by the state. These grants are awarded on a first-come, first-served basis and are subject to the readiness of the application. Therefore, it is in the City's best interest to make its selection promptly, allowing the prospective developer sufficient time to navigate the application process effectively. I hope to have demonstrated my ability to act swiftly and decisively, supported by an established team, consultants, and relationships ready to hit the ground running, positioning this project for optimal success.

PRELIMINARY BUDGET



Conceptual Budget (NOT FOR CONTRACTING)

Project: 109 Madison, Charlevoix Date: 7/20/25
 Client: Alex Drecksel Commercial SF: 4,284
 Site: 0.24 Acres Residential SF: 8,568 # Units: 16
 Gross SF: 12,852

ID	Scope of Work	Unit	Quantity	\$/Unit	Subtotal	\$/GSF	Comments
1	Project/Field Management	Months	10.00	\$ 25,000	\$ 250,000	\$ 19.45	
2	Demolition (Allowance)	LS	1.00	\$ 100,000	\$ 100,000	\$ 7.78	Unsure if you will be needing this or not.
3	Cast-in-place Concrete						
	Footings & Foundations	SF	4,284.00	\$ 20	\$ 85,680	\$ 6.67	
	Gypcrete	SF	8,568.00	\$ 3.5	\$ 29,988	\$ 2.33	
4	Masonry						
	Shafts (Stairs & Elevator)	EA	3.00	\$ 95,000	\$ 285,000	\$ 22.18	
	Brick Veneer	SF	10,080.00	\$ 55	\$ 554,400	\$ 43.14	Im assuming that the building is approximately 40ft x 100ft.
5	Structural Steel	SF	12,852.00	\$ 1.5	\$ 19,278	\$ 1.50	
	Canopy (Allowance)	EA	1.00	\$ 50,000	\$ 50,000	\$ 3.89	At first floor facade.
	Dumpster Gates & Bollards	EA	1.00	\$ 15,000	\$ 15,000	\$ 1.17	
	Balconies Steel Railing (Allowance)	Unit	2.00	\$ 8,000	\$ 16,000	\$ 1.24	In the rendering it looks like there are two units with a balcony.
6	Carpentry						
	General Trades	Unit	16.00	\$ 12,000	\$ 192,000	\$ 14.94	
	Rough Carpentry	SF	12,852.00	\$ 26	\$ 334,152	\$ 26.00	
	Finish Carpentry	SF	12,852.00	\$ 2.0	\$ 25,704	\$ 2.00	
7	Thermal Protection						
	Membrane Roofing	SF	4,284.00	\$ 22	\$ 94,248	\$ 7.33	
	Insulation	SF	12,852.00	\$ 2.5	\$ 32,130	\$ 2.50	
	Caulking & Fire Stopping	SF	12,852.00	\$ 1	\$ 12,852	\$ 1.00	
8	Doors & Windows						
	Doors, Frames, & Hardware	Unit	16.00	\$ 4,500	\$ 72,000	\$ 5.60	This includes unit entry doors and all interior unit doors.
	Storefronts (Allowance)	LS	1.00	\$ 120,000	\$ 120,000	\$ 9.34	This includes all of the first floor glass.
	Windows	Unit	16.00	\$ 3,700	\$ 59,200	\$ 4.61	
9	Gypsum Board- Residential	SF	8,568.00	\$ 5	\$ 42,840	\$ 3.33	Assuming whitebox on commercial floor
	Gypsum Board- Commercial	SF	4,284.00	\$ 3	\$ 12,852	\$ 1.00	
	Flooring & tile	SF	8,568.00	\$ 5.5	\$ 47,124	\$ 3.67	Assuming you will leave the commercial floor with just concrete.
	Painting	SF	8,568.00	\$ 5	\$ 42,840	\$ 3.33	
	Blinds	Unit	16.00	\$ 650	\$ 10,400	\$ 0.81	
	Cleaning	SF	12,852.00	\$ 1	\$ 12,852	\$ 1.00	
10	Specialties						
	Code Required Signs (Allowance)	LS	1.00	\$ 2,500	\$ 2,500	\$ 0.19	
	Fire Extinguisher & Cabinets	Unit	16.00	\$ 300	\$ 4,800	\$ 0.37	
	Mailboxes	Unit	16.00	\$ 150	\$ 2,400	\$ 0.19	
	Closet Shelving	Unit	16.00	\$ 900	\$ 14,400	\$ 1.12	
	Bath Accessories	Unit	16.00	\$ 500	\$ 8,000	\$ 0.62	
12	Furnishings						
	Cabinets & Countertops	Unit	16.00	\$ 6,500	\$ 104,000	\$ 8.09	
11	Equipment						
	Residential Appliances	Unit	16.00	\$ 5,500	\$ 88,000	\$ 6.85	
14	Conveying Equipment						
	Elevators	Stop	3.00	\$ 45,000	\$ 135,000	\$ 10.50	
21	Fire Suppression	SF	12,852.00	\$ 5	\$ 64,260	\$ 5.00	Design-build contract.
22	Plumbing	SF	12,852.00	\$ 18	\$ 231,336	\$ 18.00	Design-build contract.
23	HVAC	SF	12,852.00	\$ 20	\$ 257,040	\$ 20.00	Design-build contract.
26	Electrical	SF	12,852.00	\$ 16	\$ 205,632	\$ 16.00	Design-build contract.
	Fire Alarm	SF	12,852.00	\$ 2	\$ 25,704	\$ 2.00	Design-build contract.
28	Communications, Access Control, and :	SF	12,852.00	\$ 1.5	\$ 19,278	\$ 1.50	Design-build contract.
31	Earthwork & Underground Utilities	Acre	0.24	\$ 250,000	\$ 60,000	\$ 4.67	
32	Exterior Improvements						
	Landscaping (Allowance)	Acre	0.24	\$ 50,000	\$ 12,000	\$ 0.93	
	Sidewalks, curbs & gutters	Acre	0.24	\$ 100,000	\$ 24,000	\$ 1.87	
Subtotal:					\$ 3,774,890	\$ 293.72	

General Liability Insurance 1% \$ 37,748.90
 Builders Risk Insurance Not Included
 Payment and Performance Bond Not Included

PRELIMINARY SCHEDULE

	Conceptual Construction Schedule											
	Project:	109 Madison, Charlevoix										
	Client:	Alex Drecksel										
Activity	Duration		1	2	3	4	5	6	7	8	9	10
	Unit	Quantity	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Demolitions	Mo	1										
Excavating	Weeks	3										
Footings & Foundations	Weeks	2										
Underground utilities	Weeks	3										
Building Slab	Weeks	1										
Framing	Months	2										
Roofing	Weeks	2										
Brick Veneer	Months	2										
Windows	Weeks	2										
Interior Construction	Months	3										
Sitework	Months	1										
Punch list	Weeks	2										
Disclaimer:												
This conceptual schedule is not intended for contracting. It is based on historical information from a similar project.												

MAJOR RISKS AND CHALLENGES

This report is based on preliminary information received on Monday, July 4, 2025. Its purpose is to provide a professional assessment of potential risks and challenges associated with construction in Northern Michigan, particularly in Charlevoix. While informed by our experience in the region, this document should not be considered an exhaustive list of all possible issues.

1. WEATHER CONDITIONS

Charlevoix's location between Lake Michigan and Lake Charlevoix significantly impacts local weather patterns, particularly in the winter months. Snowfall in the area is typically higher due to lake-effect conditions, and the winter season often begins as early as October and may extend through April. In some years, snowfall has occurred into May. These extended winter conditions pose several challenges to construction, including:

- Increased costs for temporary heating and snow removal.
- The need for frequent salting and site maintenance.
- Reduced labor productivity due to cold weather.
- Higher cost of some activities like excavating and concrete.

2. LIMITED AVAILABILITY OF COMMERCIAL TRADE CONTRACTORS

There is a limited pool of qualified commercial trade contractors in the Charlevoix area. While some firms are based in nearby Traverse City, few contractors from larger markets such as Grand Rapids or Detroit are willing to travel north without significant cost premiums. This constraint may affect both pricing and project timelines.

3. LIMITED MATERIAL SUPPLY OPTIONS

Similarly, there are only a small number of construction material suppliers serving the region. This lack of competition often leads to:

- Higher material costs.
- Potential delays in sourcing specific products or equipment.
- Reduced flexibility in procurement and logistics.

4. HIGH COST OF TEMPORARY HOUSING DURING TOURIST SEASON

The peak tourist season in Charlevoix, which runs from May through September, brings a significant increase in temporary living costs. For construction teams requiring housing and meals during this period, expect elevated expenses related to:

- Short-term rental accommodations.
- Food and daily living expenses.

5. TRANSPORTATION AND ACCESSIBILITY

Traveling to Charlevoix from major cities in lower Michigan—such as Detroit or Grand Rapids—requires the use of predominantly two-lane highways. During peak tourist months, these routes experience substantial traffic congestion, which can delay travel.

RESUME

ALEX DRECKSEL



ALEX DRECKSEL

DIRECTOR OF DEVELOPMENT

YEARS OF EXPERIENCE

13 years

EDUCATION

Bachelor of Arts,
Finance and Accounting,
Westminster University

PROFESSIONAL AFFILIATIONS

Urban Land Institute

NAIOP

Alex Drecksel has over 12 years of real estate and development experience, leading the Layton Development Services Group since 2021 with a primary focus on residential and mixed use development. Under his direction, Layton's Development Services Group has been directly responsible for sourcing and acquiring over \$65M worth of land, entitling and designing over 1800 units with a total project value of \$550M throughout the Intermountain West. His primary responsibilities include land acquisition, community and civic engagement, entitlement, design and financing. Alex prides himself on developing genuine relationships with community stakeholders, creating an open line of communication and transparency in the process – the key to building trust and yielding the best results for everyone involved. Alex holds a BA, Summa Cum Laude, from Westminster University. He is actively involved in NAIOP and ULI.

RELEVANT PROJECTS

Kayne Anderson Real Estate | Multifamily
Development | Salt Lake City, UT

Vista Point | Multifamily Development |

Victory Road | Class A, Market Rate
Multifamily Development |

Kuna Flats | Multifamily Development |

Innovation Point| Multifamily & BTR
Development | Idaho Falls, ID

Alex Drecksell, Director of Development
Layton Construction
9090 South Sandy Parkway
Sandy, UT 84070
adrecksel@laytonconstruction.com

Re: Selection of Developer – 109 Mason Street, Charlevoix, Michigan

Dear Mr. Drecksell:

Following the conclusion of a competitive Request for Qualifications (RFQ) process, the City Council of the City of Charlevoix formally confirmed your selection as the developer for the 109 Mason Street project at a meeting held on September 2, 2025.

The City acknowledges and supports your intention to apply for funding through the Michigan State Housing Development Authority's (MSHDA) Mi Neighborhood Grant program, in combination with other potential MSHDA funding sources. This project aligns with the City's objectives to expand quality, attainable rental housing while providing long-term space for essential community organizations.

It is the City's intent to convey the 109 Mason Street property to your development entity contingent upon the award and acceptance of the identified MSHDA funding. To ensure the enduring provision of the public benefits described in your RFQ submittal—including benefited occupancy for the Charlevoix Chamber of Commerce and Visit Charlevoix—the

City looks forward to working with you to pursue one of the following conveyance options:

1. Sale for nominal consideration of One Dollar (\$1.00), subject to enforceable covenants running with the land to secure the agreed-upon community benefits for the specified term; or
2. Long-term ground lease on terms acceptable to the City, with recorded provisions ensuring uninterrupted delivery of the community benefits for the duration of the lease.

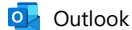
The specific conveyance or lease structure will be determined in the final development agreement, to be executed after confirmation of funding awards and completion of due diligence and will incorporate appropriate enforcement mechanisms to protect the City's investment in these long-term community benefits.

We appreciate your readiness to proceed and look forward to collaborating on the timely advancement of this transformative project for downtown Charlevoix.

Very truly yours,
THE CITY OF CHARLEVOIX



Mark L. Heydlauff, MPA
City Manager

**RE: Charlevoix- 109 Mason Street**

From Lentych, Anthony (MSHDA) <LentychA@michigan.gov>
Date Fri 8/29/2025 10:01 AM
To Mark Heydlauff <markh@charlevoixmi.gov>
Cc Jonathan Scheel <jonathans@charlevoixmi.gov>; Daniel Leonard (MEDC) <leonardd6@michigan.org>

See below... happy to answer follow up questions.

Tony Lentych
Chief Housing Investment Officer

Michigan State Housing Development Authority (MSHDA)
Address: 735 East Michigan Avenue, Lansing, MI 48912
Office: 517-335-5518
Cell: 517-648-9915



From: Mark Heydlauff <markh@charlevoixmi.gov>
Sent: Thursday, August 28, 2025 1:58 PM
To: Lentych, Anthony (MSHDA) <LentychA@michigan.gov>
Cc: Jonathan Scheel <jonathans@charlevoixmi.gov>; Daniel Leonard (MEDC) <leonardd6@michigan.org>
Subject: Re: Charlevoix- 109 Mason Street

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

This message was sent securely using Zix®

Thank you!

Mark L. Heydlauff
City Manager

City of Charlevoix

From: Lentych, Anthony (MSHDA) <LentychA@michigan.gov>
Sent: Thursday, August 28, 2025 1:53 PM
To: Mark Heydlauff <markh@charlevoixmi.gov>
Cc: Jonathan Scheel <jonathans@charlevoixmi.gov>; Daniel Leonard (MEDC) <leonardd6@michigan.org>
Subject: RE: Charlevoix- 109 Mason Street

Give me a day or two to get an answer.

Tony Lentych
Chief Housing Investment Officer

Michigan State Housing Development Authority (MSHDA)
Address: 735 East Michigan Avenue, Lansing, MI 48912
Office: 517-335-5518
Cell: 517-648-9915



From: Mark Heydlauff <markh@charlevoixmi.gov>
Sent: Thursday, August 28, 2025 11:05 AM
To: Lentych, Anthony (MSHDA) <LentychA@michigan.gov>
Cc: Jonathan Scheel <jonathans@charlevoixmi.gov>; Daniel Leonard (MEDC) <leonardd6@michigan.org>
Subject: Charlevoix- 109 Mason Street

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Good morning Tony-

I just left you a voicemail but if it's easier, here are the questions I was going to pose.

As you may know, Alex Drecksell of Layton Construction has responded to our RFP for the construction of 18 residential units and he anticipates applying to your MI Neighborhoods Grant and using the HTIF financing instrument as well. City Council is weighing selling the property for \$1 and I think they want to make sure our investment in housing (by way of the property and the TIF) will fully and faithfully address housing needs in Charlevoix.

- If awarded funds from MSHDA and/or the HTIF, what restrictions are inherent on the use and rental of these units? Is there a scenario in which they could be used as short-term vacation rentals at some point? I assume the answer is no but for how long would MSHDA restrictions follow the property? Will all the units proposed be tied to income restrictions or just some? Will all of the compliance be handled between MSHDA and the developer or will the City be involved?

The regulatory agreement on the HTIF or on the MI Neighborhood award will dictate the rules on the specifically designated units: YEAR-ROUND LEASES TO INCOME QUALIFIED HOUSEHOLDS FOR SOME PERIOD OF TIME. If there are market rate units outside of any regulatory agreement, we would not care if they were short-term rentals or high-end market rate units [but local zoning might have authority here]. Compliance includes everyone with TIF... MSHDA, Developer, and the BRA. BRA dictates the number of units are involved in the project – we only test for reasonableness (e.g., 1 one affordable unit out of 200 units is NOT reasonable to capture 100% of taxes). We generally try to approve the local submissions when possible, there is no 'formula'.

- One of our residents and future City Council members raised the question of the City's long-term use of the property which is adjacent to City Hall. This prompted a question of a long-term lease to the developer rather than a sale. Mr. Drecksell advised that he is, theoretically, willing to consider this but that it might be a deal-breaker as for the HTIF. Do you have a thought on this? Could the property be taxed as a personal property on leased-land and create the HTIF revenue that way or is that not possible?

This is tricky because if the city owns it, the tax rate is affected which is the real value of the HTIF. We believe the personal property question is murky at best because the vehicle for HTIF is based upon the brownfield laws (PA 381) as amended by PA 90 of 2023. Personal Property is not in that law and while it may be possible to just do this locally, it could easily be ended after another election which brings in new elected officials who may think differently. Once the TIF is approved under PA90, it is binding for the "up-to" 30 year period – unless the regulatory agreement is violated. Would it be better to get some sort of right of first refusal to re-purchase in the future when the land is transferred to said developer? I will end with this comment – the HTIF in the proforma appears to make the deal work – municipally owned land transferring to the taxable land list is the sweet spot for this tool.

Any guidance you have would be helpful. City Council meets on Tuesday (because of the holiday). I know Mr. Drecksell would like feedback from Council ahead of the October 1 grant deadline and we would like to work with him on that. Council could be prepared to act on Tuesday or it could wait until their meeting on September 15.

I appreciate your time and your assistance!

MH



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City Manager

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Charlevoix City Council

All Other Actions and Requests

Title: Compensation Commission

Date: September 2, 2025

Presented By: Sarah Dvoracek, City Clerk

Background:

Pursuant to the Charlevoix City Charter (Section 2.11) and the Charlevoix City Code (Section 32.091), the Compensation Commission met on August 21. The Commission meets every odd year to determine pay for elected officials. The Commission voted to keep everything the same except for one clause regarding longevity. The Commission changed the longevity amount of \$150/year (not to exceed \$1,500) be given to non-consecutive terms rather than consecutive terms. This decision will take effect unless you act to reject it.

Recommendation:

Council discussion and direction.

No action to have it take effect

Attachments:

1. Compensation Commission Regular Meeting 08.21.2025

City of Charlevoix
Elected Officials Compensation Commission Regular Meeting Minutes
Thursday, August 21, 2025 - 3:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Call to Order and Roll Call

Clerk Dvoracek called the meeting to order at 3:19 p.m.

Members Present: Bridget Martin, Dale Meredith

Members Absent: Marianne Mast

City Clerk: Sarah J. Dvoracek

2. New Business

A. Elect Chairperson

Motion by Martin, seconded by Meredith to elect Marianne Mast as Chairperson for the Commission.

Motion carried by unanimous voice vote.

B. Discussion of Mayor and Council Members' Compensation

Clerk Dvoracek presented information regarding the wage comparison chart regarding elected officials. Member Meredith presented information on the maximum potential annual benefits for the Mayor and Council Member's positions. The Commission discussed the intent of the Council Members' longevity pay. The Commission concurred to leave all pay rates the same except the longevity pay and that elected officials should receive \$150/year (not to exceed \$1,500) for every year of service on Council and remove the requirement of consecutive years of service.

Motion by Martin, seconded by Meredith to approve Resolution No. 2025-08-01 as presented.

CITY OF CHARLEVOIX COMPENSATION COMMISSION

RESOLUTION NO. 2025-01

MAYOR AND COUNCIL COMPENSATION

WHEREAS, the City of Charlevoix Compensation Commission determines the salaries of City elected officials; and

WHEREAS, the City of Charlevoix Compensation Commission shall meet in every odd-numbered year to make their compensation determination; and

WHEREAS, the salaries shall become effective 30 days following their filing with the City Clerk unless the City Council, by resolution adopted by two-thirds of elected members, rejects the determination; and

WHEREAS, any expense allowance or reimbursement paid to elected officials in addition to salary shall be for expenses incurred in the course of City business; and

WHEREAS, the Mayor or Council Members, from time to time, may be requested to serve upon

additional committees for City business outside the position's regular duties.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix Compensation Commission hereby affirms the following compensation package for the Mayor and City Council:

1. Annual Base Salary
 1. Mayor \$3,240/year (no change)
 2. Council \$2,120/year (no change)
2. Mayor/Council shall receive \$150/year for each year of service beginning January 1st, not to exceed \$1,500 (Consecutive years of service not required).
3. Mayor/Council Additional Meetings defined as work sessions, required meetings, committee meetings on which they serve (except DDA for the Mayor), and Council representation requested by the Mayor. Additional Meetings not contiguous to regularly scheduled Council meetings will be paid as follows:
 1. In-town meetings defined as less than 25 miles distant \$50/day (no change)
 2. Out-of-town meetings defined as 25+ miles distant \$75/day (no change)
4. Mayor Car Allowance for travel mileage reimbursement within Charlevoix County \$150/quarter (no change)
5. Mayor/Council Travel Reimbursement per the City's Travel Expense Reimbursement policy (no change)

RESOLVED this 21th day of August, 2025 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas: Martin, Meredith

Nays: None

Absent: Mast

Motion carried.

3. Approval of Minutes

- A. Appoint the Chairperson to approve the minutes

Motion by Meredith, seconded by Martin to appoint the Chair to approve and sign the minutes.

Yeas: Meredith, Martin

Nays: None

Absent: Mast

Motion carried.

4. Public Comment

5. Adjourn

Clerk Dvoracek adjourned the meeting at 3:39 p.m.

Sarah J. Dvoracek City Clerk

Marianne Mast Chair

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: September 2, 2025

Presented By:

Background:

A. Large Item Refuse Collection

The fall large item refuse collection will take place this year on Saturday, September 13. As a reminder, all material to be collected must be placed by the street by early that morning and the collection will all occur on that day.

B. Alternative Lift Station Communications

We have been working on a project to replace the copper phone line connections for our lift stations around the City. Units to switch communications to cellular have been quoted around \$80,000 and we are obtaining a quote for installation costs. We anticipate AT&T will soon be phasing out traditional copper phone lines and we'll either need to switch to a new fiber-wired system or a cellular version like this. We have had good success with previous uses of this cellular option and will likely recommend it going forward both of its cost-effectiveness and the management tools and insight it gives our staff. I expect to have more details and a recommendation for Council to consider later this fall.

C. FEMA Funding Process

We are continuing to meet with FEMA officials regarding funding from the March 2025 Ice Storm. Based on the data we have and have submitted, we are anticipating our final "ask" for reimbursement will total somewhere around \$175,000 with a local match of 25% bringing the amount of actual reimbursement for costs to \$131,000. It is unclear how all this funding will work; the presidential declaration was for less than half of the estimated costs in northern Michigan.

Recommendation:

Attachments:

1. Zoning Board of Appeal Meeting Minutes 08/21/2024

City of Charlevoix
Zoning Board of Appeals Regular Meeting Minutes
Wednesday, August 21, 2024 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Call to Order

Chair Hodgson called the meeting to order at 6:00 p.m.

2. Roll Call/Pledge of Allegiance

Chair: Richard Hodgson

Members Present: Shirley Gibson, Ann Gorney, Dan Reed (Alternate)

Members Absent: Tim Kish, Patrica Miller

Staff Present: Jonathan Scheel, Zoning Administrator

3. Inquiry Regarding Conflicts of Interest

4. Approval of Agenda

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

Motion passed by unanimous voice vote.

5. Approval of Minutes

A. April 17, 2024

Motion by Member Gorney, seconded by Member Gibson to approve the minutes of April 17, 2024 as presented.

Motion passed by unanimous voice vote.

6. Old Business

7. New Business

A. Public Hearing for Applicant William and Kelli Lockwood 1209 Bridge Street. Request for two Interior side yard variances of 9'6" and 1' 10"

i. Staff Presentation

Exhibit 1. Variance Application

Exhibit 2. Site pictures and map

Exhibit 3. Site Plan (proposed)

Exhibit 4. Misc documents

ii. Applicant presentation (if requested)

iii. Call for public comment

iv. ZBA determination of findings of fact

v. Motion

Staff presentation: Director Scheel stated the applicants were requesting a variance for parcel ID 052-369-038-00 from Subsection 153.087 of the Zoning Ordinance, which defines the dimensional requirements in the Commercial Mixed Use Zoning District. The variance requested is a 9'6" interior side setback variance and a 1'10" interior side setback. The site's

address is 1209 Bridge Street. The parcel has dimensions of 85' x 60', with an area of 5,100 square feet. The applicant is proposing constructing a residential unit upstairs which is a use by right in the Commercial Mixed Use District. The variance is for the deck and staircase. The legal, non-conforming building was built long before zoning regulations were in place. This is a corner lot on Bridge and Green Streets with two front yards and two side yards.

Applicant presentation: William Lockwood, III, stated he and his wife, Kelli Lockwood, purchased the building in 2016, and they intend to add living quarters upstairs. Mr. Lockwood stated they were looking to keep the parking they had available for the retail downstairs and if they did not get the variance, it would impact their parking. Mr. Lockwood stated they were looking to potentially have two (2) residential units upstairs.

Call for public comment: Phil Parr, concerned citizen, 108 Green Street, stated he had three questions based on the zoning variance: 1) because of the zero lot line would this Board enforce the applicant to add a privacy fence based on the zero lot line; 2) is there already a residential dwelling space upstairs?; and 3) is the residential space going to be used as a short-term rental?

Peggy Wenzel, 104 Wood Street, instead of having an overhang for the stairway at the front of Green Street, could they not have the stairway go up through the deck itself. Director Scheel explained the drawings included in the packet that showed the location of the staircase in the back corner.

Director Scheel stated Sherry Hammond, 101 Green Street (direct adjacent neighbor) came into the office with her concerns about this project, and she wanted him to relay those concerns to the Board including: the need for a privacy fence between the two properties, a fence where the staircase would be, and she doesn't believe there is a hardship for the variance and that it should stay 10' away from the property line, and she was worried about parking. Director Scheel stated there were some A/C units that came out of that building even further onto her property, but again it's legal, non-conforming.

Sherry Hammond, 101 Green Street, stated that on the west side of the building there are two cameras in place, one on each end of the house that do show that they are on her front door and she is still building on her property, but she felt the cameras were an invasion of her privacy. Chair Hodgson stated that he could sympathize, but it was not relevant to the variance request. Ms. Hammond stated she wanted to pursue this because she wanted the cameras taken down.

Member Gibson stated the applicant mentioned they have windows upstairs. Mr. Lockwood stated the windows were on the back side of the building and in 1998 there was a cap built over the building. Mr. Lockwood further explained the building had 2' x 4' walls from the ground up and at that time the back wall was put on their property and two air conditioners were placed on the ground, the units serve the downstairs store area. Mr. Lockwood stated they use the attic for storage, and they have one window air conditioner on the upper floor. Mr. Lockwood stated the cameras are in place to monitor their air conditioners, and he could adjust the cameras to block out anything other than their back wall and air conditioners.

Member Reed asked the applicant to explain more about how putting the deck with the posts out in front improves parking. Kelli Lockwood stated the design of the deck and the placement of the posts was to facilitate the parking that presently exists. Ms. Lockwood stated it was professionally designed, so the spacing would allow for the parking that they have now. Ms. Lockwood stated if they were unable to get the variance, the design would have to be in such a way that it would inhibit parking, which would increase parking on Green Street. Ms. Lockwood stated the way the deck is designed with the variance would allow them to retain the existing parking, it would not limit the parking spaces in the parking lot itself.

Discussion followed regarding the parking situation with the variance which would allow parking under the new deck in between the posts.

Member Reed questioned how they accessed the storage upstairs from the interior of the building. Mr. Lockwood stated they have a hatch that they climb through to go upstairs.

Laurie Azolas, 103 Green Street, referenced the french doors on the building where the stairway to the upstairs would be placed.

Sherry Hammond, 101 Green Street, stated her future plans included adding a driveway on that side of her house and if there were going to be apartments on the subject property she did not want the business on her side and the wooded area would be removed.

ZBA determination of findings of fact: Chair Hodgson began a review of each of the findings of fact. The applicant is requesting two interior side setback variances - one at 9'6" and the second one at 1'10".

(a) Extraordinary circumstances: Member Reed stated he was not sure if the second variance at 1.10' was the result of narrowness of the property. Member Reed stated that the lot had little to do with the property as to where the posts were constructed and has everything to do with the width of the car, so that variance was not really the result of where the property lines were or the size of the building, and it had everything to do with the car and how they could park it underneath. Chair Hodgson stated he thought that issue would come up under (b) Substantial justice. Director Scheel explained some of the challenges, with a small lot below the average lot size in the Commercial Mixed Zoning district.

Member Gibson stated she disagreed and that the property was not unusual without granting this variance, and they could still use the property. Chair Hodgson stated that concern fell under a different finding of fact.

Finding of Approval - #1 & 2: The ZBA finds that the need for the requested variance is due to unique circumstances regarding the property. The minimum lot size is 9,000 sq. ft. and the lot is substantially smaller (5,100 sq. ft) than most lots in the CM District, average 6,700 sq. ft. The ZBA finds that this standard is met as a result of the existing legal non-conforming lot length and area leaves very little room in the remaining yard, which substantially reduces the property's building area. The building is also legal, non-conforming.

Substantial Justice: Member Gorney stated she did not see that the 9'6'" would unreasonably

prevent the use of the property. Member Reed questioned if it was substantial justice to eliminate a parking spot that they would presumably need for living or business. Member Gorney stated that the posts were 6' apart on the north end of the building and the deck overhangs farther than the posts. Chair Hodgson read language from the Zoning Code: "No non-conforming building or structure may be enlarged or altered in a way that increases its non-conformity except in cases in which the setback of the building or structure is non-conforming by 50% or less of the distance required by this chapter. Only in these cases may the non-conforming setback be extended along the same plane as the existing non-conforming setback provided that in doing so the setback itself is not further reduced." Chair Hodgson stated, per the Code, the Board could not increase the non-conformity of a property. ~~Member Reed stated there would not be the same utilization of the property in the sense that real estate is going to be reduced with a solution that reduces or eliminates the variance.~~

Discussion followed regarding whether parking was something the Board should consider.

Chair Hodgson questioned if he articulated correctly that the variance request #1 didn't pass because it could be less and the conflict with the Code on increasing a non-conformity. Chair Hodgson stated that variance request #2 was the same, but without the conflict with the Code, because a similar result could be accomplished without a variance.

Motion by Member Gibson, seconded by Member Reed to deny Project ZBA 24-02 a 1'10" interior side setback variance based on specific findings of fact that prove the project does not meet the review standards in 153.038 (F)(2)(b).

Motion passed by unanimous voice vote.

Motion by Member Gibson, seconded by Member Reed to deny project ZBA 24-02 a 9'6" interior side setback variance based on specific findings of fact that prove the project does not meet the review standards in 153.038(F)(2)(b).

Motion passed by unanimous voice vote.

8. Other

A. Zoning Administrator's Report

Director Scheel provided the Board with a brief update on the current projects throughout the City.

9. Public Comment

10. Adjourn

Chair Hodgson adjourned the meeting at 7:20 p.m.

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: September 2, 2025

Presented By:

Background:

Recommendation:

Attachments:

None