



Agenda
City of Charlevoix City Council Regular Meeting
Monday, November 17, 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 - November 3, 2025
 - B. Accounts Payable and Payroll Check Registers
 - C. Public Service Facility, Building 15 Heat: \$24,983
 - D. General Shutoff Rules for Electric Service
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Accreditation Consultant
 - B. Special Event Policy Revision
Mark Heydlauff, City Manager
 - C. New Year's Eve Fireworks
Mark Heydlauff, City Manager
 - D. MDOT Annual Permit
Mark Heydlauff, City Manager
 - E. Sale of Yard Waste Pit
Mark Heydlauff, City Manager
 - F. Organizational Meeting/Council Appointments to Boards
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 - November 3, 2025

Date: November 17, 2025

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. 2025.11.03 CC DRAFT

City of Charlevoix
City Council Regular Meeting Minutes
Monday, November 3, 2025 - 12:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

The meeting was called to order at 12:00 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

A. 2024-25 Fiscal Year Financial Audit Presentation

Will Love

Will Love, Audit Manager from Rehmann provided Council with an overview of the audited financial statements from the fiscal year ending March 31, 2025.

B. 2025 Summer and Fall Recreation Department Presentation

Kent Knorr, Recreation Director

Director Kent Knorr presented information on the 2025 Summer and Fall Recreation Department activities.

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

Nays: None

Motion carried.

A. City Council Meeting Minutes - October 20, 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
10/22/2025	Special Accounts Payable Run	\$18,062.24
10/24/2025	Payroll (net pay)	\$133,229.04
10/24/2025	Payroll Remittance Checks	\$7,360.34

11/04/2025	Regular Accounts Payable	\$293,431.16
10/20/2025-10/27/2025	ACH/WIRE Payments	\$436,189.61
10/28/2025	Special A/P Tax Disbursement	\$37,447.57
Grand Total		\$925,719.96
The entire accounts payable and payroll check registers can be viewed on City's website .		

C. Accept 2024-2025 Audit Report

Motion to accept the 2024-2025 Audit as presented.

D. Lease of 2025 Tahoe

Motion to approve the lease of a 2025 Chevrolet Tahoe police package vehicle and authorize the City Manager and Police Chief to sign all necessary documents.

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

A. Recreation Department Fee Updates

Kent Knorr, Recreation Director

Director Knorr presented information on the Recreation Department Fee Updates.

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

Motion by Hagen, seconded by Kalbfell to approve changes in Recreational Fees as presented.

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

Nays: None

Motion carried.

B. Park Avenue Work Session Scheduling

Mark Heydlauff, City Manager

City Manager Heydlauff presented information on the Park Avenue Work Session Scheduling.

Motion by Hagen, seconded by Cole to schedule a work session on December 1, 2025, at 5pm to discuss Park Avenue.

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

Nays: None

Motion carried.

C. Election Security and Accessibility Update

Sarah Dvoracek, City Clerk

City Clerk Dvoracek presented information on the Election Security and Accessibility Update.

8. Reports and Communications

A. Public Comment

- Dave Coen stated his concerns about the guided City tours and thanked Pat Elliott and

his team for their hard work in keeping the town beautiful

- Shirley Gibson thanked Council Member Cole for his service on Council

B. City Manager's Comments

- Congratulated the Boys' Cross County Team and Coach Drenth for winning the Division 3 State Championship and thanked the Fire, EMS, and Sheriff and Police Departments for assisting in the celebration parade

C. Mayor and Council Comments

9. Other Council Business

Council Member Spring suggested the possibility of inviting certain groups to the work session scheduled on December 1, 2025. Council discussed Park Avenue in depth.

10. Adjourn

Mayor Gennett adjourned the meeting at 1:22 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: November 17, 2025

Presented By:

Background:

Recommendation:

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

Attachments:

1. Accounts Payable and Payroll Check Registers

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 10/28/2025 - 10/28/2025

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			
10/28/2025	146200	MUNICIPAL UNDERWRITERS OF MIC	169,264.00
1 TOTALS:			
Total of 1 Checks:			169,264.00
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			169,264.00

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

10/28/25 Special Accounts Payable Run	\$	169,264.00
11/07/25 Payroll (net pay)	\$	121,163.59
11/07/25 Payroll Remittance Checks	\$	7,399.29
11/18/25 Regular Accounts Payable	\$	361,163.08
Checks Sub-Total:	\$	658,989.96

HUNTINGTON NATIONAL BANK - EFT/WIRE PAYMENTS

11/03/25 MI Public Power Agency	\$	16,703.37
11/03/25 AMG Payment Solutions	\$	581.14
11/03/25 AMG Payment Solutions	\$	34.99
11/06/25 DTE Energy	\$	3,364.65
11/07/25 IRS (Payroll Tax Deposit)	\$	45,695.81
11/07/25 Alerus Financial (HCSP)	\$	558.00
11/07/25 Vantagepoint (401 Plan)	\$	1,276.39
11/07/25 Vantagepoint (457 Plan)	\$	25,810.15
11/07/25 Vantagepoint (Roth IRA)	\$	1,385.00
11/07/25 State of MI (Withholding Tax)	\$	6,651.78
11/07/25 State of MI (Sales Tax)	\$	24,091.74
11/10/25 MI Public Power Agency	\$	21,513.15

ACH Sub-Total: \$ 147,666.17

Huntington National Bank Total: \$ 806,656.13

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

Charlevoix State Bank Total: \$ -

Grand Total: \$ 806,656.13

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 0000000033

Name	Check Date	Gross	Net
HEYDLAUFF, MARK L.	11/07/2025	6,509.38	4,387.26
DVORACEK, SARAH J.	11/07/2025	3,333.44	2,372.38
KLOOSTER, ALIDA K.	11/07/2025	3,709.01	2,536.73
BARNEVELD, RICHELLE L.	11/07/2025	2,055.08	1,449.35
SCHULZ, GINNY L.	11/07/2025	2,267.20	1,522.78
JENKINS, JESSICA-RAE A.	11/07/2025	2,290.00	1,830.02
MILLER, FAITH G.	11/07/2025	123.14	84.90
MCGINN, KELLY A.	11/07/2025	4,450.18	2,886.71
SCHEEL, JONATHAN D.	11/07/2025	3,875.40	2,770.68
MCDONNELL, JILL L.	11/07/2025	4,404.10	2,614.93
UMULIS, MATTHEW T.	11/07/2025	3,064.49	1,792.85
ORBAN, BARBARA K.	11/07/2025	2,834.65	1,401.88
RILEY, DENISE M.	11/07/2025	746.12	606.53
MUNK, CHRISTOPHER J.	11/07/2025	3,102.86	1,904.87
CHRISTIANSEN, BRIAN D.	11/07/2025	3,162.69	2,144.09
MARTIN, DONALD L.	11/07/2025	3,403.02	2,285.66
YOUNG, KRISTEN L.	11/07/2025	2,856.19	2,061.31
CONWAY, PATRICK G.	11/07/2025	555.00	429.45
DOTSON, WILLIAM R.	11/07/2025	540.00	475.74
WURST, RANDALL W.	11/07/2025	3,549.24	1,888.27
HILLING, NICHOLAS A.	11/07/2025	3,040.40	1,898.85
MEIER III, CHARLES A.	11/07/2025	2,690.30	1,589.60
ZACHARIAS, STEVEN B.	11/07/2025	2,628.80	1,572.90
NEWMAN, MARK J.	11/07/2025	2,826.72	1,854.03
LOUGHMILLER, JOHN A.	11/07/2025	3,057.01	2,182.62
GRIFFITH, JOHN J.	11/07/2025	5,161.51	2,840.05
EATON, BRAD A.	11/07/2025	4,299.40	2,579.03
WILSON, TIMOTHY J.	11/07/2025	4,726.54	3,384.78
LAVOIE, RICHARD L.	11/07/2025	3,826.28	2,435.32
STERRETT, PHILLIP R.	11/07/2025	3,987.50	2,615.72
STEVENS, BRANDON C.	11/07/2025	4,616.10	2,785.60
WHITLEY, ANDREW T.	11/07/2025	4,627.15	2,758.57
FARRELL, MITCHELL L.	11/07/2025	3,417.00	2,189.24
ANDERSON, ELIZABETH A.	11/07/2025	2,223.61	1,577.33
KENWABIKISE, DAVID L.	11/07/2025	1,999.37	1,366.21
ELLIOTT, PATRICK M.	11/07/2025	5,157.72	3,514.98
MORRISON, KEVIN P.	11/07/2025	2,569.37	1,476.40
FURGESON, JUSTIN L.	11/07/2025	3,104.45	2,199.58
BRADLEY, KELLY R.	11/07/2025	2,787.30	1,551.86
HART II, DELBERT W.	11/07/2025	3,294.72	2,113.21
JONES, ROBERT F.	11/07/2025	2,709.00	1,715.56
THORP, WILLIAM D.	11/07/2025	2,171.55	1,331.59
LEITNER, RYAN S.	11/07/2025	2,438.03	1,529.79
NOWKA, STEPHEN P.	11/07/2025	2,299.76	1,670.45
RILEY, DANIEL A.	11/07/2025	2,615.51	1,857.10
REID, ROB A.	11/07/2025	2,082.24	1,030.19
DORAN, JUSTIN J.	11/07/2025	3,497.12	2,661.65
NEDWICK, DAVID J.	11/07/2025	720.00	638.97
CONWAY, ANNEMARIE	11/07/2025	418.50	368.69
FINNERTY, HOLLY E.	11/07/2025	1,480.00	1,204.68
POIROT, KENNETH R.	11/07/2025	1,196.26	998.24
JOHNSON, RANDY J.	11/07/2025	1,387.50	1,199.02
SPEER, LIAM M.	11/07/2025	944.63	795.45
HOFFMAN, MICHAEL G.	11/07/2025	544.00	419.27
WOOD, DIANA G.	11/07/2025	988.75	829.92
CRANDELL, ZACKARY R.	11/07/2025	1,260.00	1,026.90
RABIDEAU, JACOB L.	11/07/2025	1,400.00	1,143.80
BORTHS, MICHAEL J.	11/07/2025	1,058.25	883.73
KNORR, KENT J.	11/07/2025	3,801.91	2,672.36
ANZELL, BETH A.	11/07/2025	2,383.21	1,767.71
STEBE, LAURA A.	11/07/2025	19.38	17.89
MCDERMOTT, DENNIS J.	11/07/2025	262.43	231.20
CUNNINGHAM, ABIGAIL A.	11/07/2025	85.00	82.32
GILL, DAVID R.	11/07/2025	1,517.38	1,250.84
LIVINGSTON, BRIAN D.	11/07/2025	3,167.28	2,425.58
WHITLEY, BENJAMIN W.	11/07/2025	420.00	370.02
KLOOSTER, PATRICK H.	11/07/2025	643.50	460.26
SCHOLEY, ROBERT W.	11/07/2025	3,319.23	2,198.91
MCCRANEY, RUSSELL R.	11/07/2025	3,053.20	2,265.33
POSTMUS, ANTHONY H.	11/07/2025	2,177.68	1,534.13
REECE, DANIEL A.	11/07/2025	2,277.68	1,621.20
TRAVERS, MANUEL J.	11/07/2025	1,168.80	1,028.57

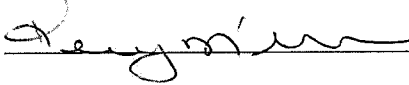
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CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 0000000033

Name	Check Date	Gross	Net
Totals: 72		180,380.22	121,163.59

Approved By:  Date: 11/4/25

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 11/07/2025 - 11/07/2025

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			
11/07/2025	146201	4FRONT CREDIT UNION	1,586.92
11/07/2025	146202	AMERICAN FAMILY LIFE	701.28
11/07/2025	146203	BLUE CROSS BLUE SHIELD OF MIC	1,596.57
11/07/2025	146204	CHARLEVOIX STATE BANK	1,695.00
11/07/2025	146205	COMMUNICATION WORKERS OF AMER	673.67
11/07/2025	146206	FOPLC	195.00
11/07/2025	146207	MI STATE DISBURSEMENT UNIT	116.55
11/07/2025	146208	THE HARTFORD	437.56
11/07/2025	146209	VELO LAW OFFICE	396.74
1 TOTALS:			
Total of 9 Checks:			7,399.29
Less 0 Void Checks:			0.00
Total of 9 Disbursements:			7,399.29

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 11/18/2025 - 11/18/2025

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			
11/18/2025	146210	ACE HARDWARE	4,257.20
11/18/2025	146211	ACME SPORTS INC	143.95
11/18/2025	146212	ALL-PHASE ELECTRIC SUPPLY CO	548.94
11/18/2025	146213	ALPENA SUPPLY COMPANY	560.50
11/18/2025	146214	AMAZON CAPITAL SERVICES	1,644.45
11/18/2025	146215	AT YOUR SERVICE PLUS INC	420.00
11/18/2025	146216	AT&T MOBILITY	85.16
11/18/2025	146217	AUTO-WARES GROUP	1,635.12
11/18/2025	146218	AVFUEL CORPORATION	61,511.90
11/18/2025	146219	BLISSFEST MUSIC ORGANIZATION	900.00
11/18/2025	146220	BLUE CROSS BLUE SHIELD OF MIC	53,824.69
11/18/2025	146221	CDW GOVERNMENT	472.85
11/18/2025	146222	CHARLEVOIX CHEESE COMPANY	87.00
11/18/2025	146223	CHARLEVOIX COURIER #8004	6.07
11/18/2025	146224	CHARTER COMMUNICATIONS	149.99
11/18/2025	146225	CINTAS CORPORATION	89.03
11/18/2025	146226	CONWAY PROFESSIONAL SERVICES	3,164.00
11/18/2025	146227	DHASELEER EVENTS BARN	146.00
11/18/2025	146228	FAMILY FARM AND HOME	455.01
11/18/2025	146229	FREEDOM MAILING SERVICES INC	2,604.28
11/18/2025	146230	GANNETT MICHIGAN LOCALIQ	134.00
11/18/2025	146231	GFL ENVIRONMENTAL	1,084.79
11/18/2025	146232	GORDON FOOD SERVICE	56.96
11/18/2025	146233	GREAT LAKES ELEVATOR LLC	473.39
11/18/2025	146234	GREAT LAKES ENVIRONMENTAL CEN	1,650.00
11/18/2025	146235	HACH COMPANY	545.29
11/18/2025	146236	HILLSIDE HARVEST FARM LLC	284.00
11/18/2025	146237	HOFFMAN ROTOROOTER	330.00
11/18/2025	146238	HYDE SERVICES LLC	157.72
11/18/2025	146239	HYDROCORP	2,243.50
11/18/2025	146240	IDEXX DISTRIBUTION INC	1,706.87
11/18/2025	146241	IDI	67.50
11/18/2025	146242	INSTALLATION SPECIALTIES SERV	350.00
11/18/2025	146243	INTEGRITY BUSINESS SOLUTIONS	84.66
11/18/2025	146244	IPS GROUP INC	5,171.28
11/18/2025	146245	JOHN E GREEN COMPANY	777.42
11/18/2025	146246	JONATHAN D SCHEEL	330.40
11/18/2025	146247	JUSTIN L FURGESON	59.50
11/18/2025	146248	KALAMAZOO SANITARY SUPPLY LLC	2,803.46
11/18/2025	146249	KENNEDY INDUSTRIES INC	8,415.00
11/18/2025	146250	KJP ROOFING AND SHEET METAL	154,500.00
11/18/2025	146251	KNIGHTS TOOLS LLC	162.75
11/18/2025	146252	LAKESHORE TIRE & AUTO SERVICE	30.00
11/18/2025	146253	LANDSCAPE FORMS INC	200.00
11/18/2025	146254	MARK L HEYDLAUFF	416.25
11/18/2025	146255	MATTHEW NIEMEIER	2,880.00
11/18/2025	146256	MCCARDEL CULLIGAN WATER COND	55.50
11/18/2025	146257	MITCHELL L FARRELL	20.34
11/18/2025	146258	MORGAN STEWART	49.91
11/18/2025	146259	PENINSULA FIBER NETWORK LLC	360.00
11/18/2025	146260	POWER LINE SUPPLY	1,133.80
11/18/2025	146261	POWERPLAN	130.24
11/18/2025	146262	PREIN & NEWHOF	100.00
11/18/2025	146263	PRO IMAGE DESIGN - PETOSKEY	2,617.71
11/18/2025	146264	PVS TECHNOLOGIES INC	10,958.17
11/18/2025	146265	QUILL LLC	16.14
11/18/2025	146266	RANGE TELECOMMUNICATIONS	214.00
11/18/2025	146267	RESCO	12,395.00
11/18/2025	146268	RIETH-RILEY CONSTRUCTION CO	1,748.70
11/18/2025	146269	SCIENTIFIC BRAKE - GAYLORD	88.12
11/18/2025	146270	SHELLEY BOEHMER	907.90
11/18/2025	146271	SPARTAN STORES LLC	132.42
11/18/2025	146272	STATE OF MICHIGAN	699.33
11/18/2025	146273	STATE OF MICHIGAN	1,710.30
11/18/2025	146274	STEVEN HANSEN	500.00
11/18/2025	146275	SUMMIT FIRE PROTECTION	432.00
11/18/2025	146276	SUN BADGE CO	637.50
11/18/2025	146277	TELE-RAD INC	5,195.00
11/18/2025	146278	TELNET WORLDWIDE	158.10
11/18/2025	146279	THE DUTCH OVEN BAKERY	310.00

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 11/18/2025 - 11/18/2025

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			
11/18/2025	146280	TRACE ANALYTICAL LABORATORIES	1,375.00
11/18/2025	146281	UNIFIRST CORPORATION	325.46
11/18/2025	146282	VERMEER OF MICHIGAN INC	1,271.56
1 TOTALS:			
Total of 73 Checks:			361,163.08
Less 0 Void Checks:			0.00
Total of 73 Disbursements:			361,163.08

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 11/03/2025 - 11/03/2025

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			
11/03/2025	344(E)	MICHIGAN PUBLIC POWER AGENCY	16,703.37
11/03/2025	352(E)	AMG PAYMENT SOLUTIONS	581.14
11/03/2025	353(E)	AMG PAYMENT SOLUTIONS	34.99
1 TOTALS:			
Total of 3 Checks:			17,319.50
Less 0 Void Checks:			0.00
Total of 3 Disbursements:			17,319.50

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CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 11/06/2025 - 11/06/2025

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			
11/06/2025	345(E)	DTE ENERGY	3,364.65
1 TOTALS:			
Total of 1 Checks:			3,364.65
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			3,364.65

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 11/07/2025 - 11/07/2025

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			
11/07/2025	346(E)	**EFTPS* Payroll Taxes	45,695.81
11/07/2025	347(E)	Alerus Financial	558.00
11/07/2025	348(E)	MissionSquare - 401 Plan 1091	1,276.39
11/07/2025	349(E)	MissionSquare - 457 Plan 3009	25,810.15
11/07/2025	350(E)	MissionSquare - Roth IRA 7061	1,385.00
11/07/2025	351(E)	STATE OF MICHIGAN	6,651.78
11/07/2025	355(E)	STATE OF MICHIGAN	24,091.74
1 TOTALS:			
Total of 7 Checks:			105,468.87
Less 0 Void Checks:			0.00
Total of 7 Disbursements:			105,468.87

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 11/10/2025 - 11/10/2025

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

Check Date	Check	Vendor Name	Amount
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Bank 1 GENERAL CASH - HUNTINGTON BANK

11/10/2025	354(E)	MICHIGAN PUBLIC POWER AGENCY	21,513.15
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1 TOTALS:

Total of 1 Checks:	21,513.15
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Less 0 Void Checks:	0.00
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Total of 1 Disbursements:	21,513.15
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Charlevoix City Council

Consent Agenda

Title: Public Service Facility, Building 15 Heat: \$24,983

Date: November 17, 2025

Presented By:

Background:

The heating and ventilation system in Building 15 (electric shop on the northwest corner) was originally designed to maintain indoor air quality when running vehicles occupying the space. These design parameters required a more complex system and controls and have proven to be problematic. Ballard's Plumbing and Heating has been on site numerous times to calibrate controls and repair or replace system components. In addition, when the system operates, it pressurizes the building, causing a safety issue when staff members open the door.

In practice, running vehicle occupancy of this space is infrequent and for brief periods while materials and supplies are unloaded. Based on the current use and ongoing performance issues, the Electric Department recommends replacing the current system with gas-fired unit heaters. This is a simpler system with more traditional controls. Since Ballard's is the original HVAC contractor for the Public Services Facility Project, they were contacted to submit a quote to replace the system. Their quote, Job Number 13988, in the amount of \$24,983 is attached. The current budget for this project is \$20,000. Price increases since budget adoption have pushed the project over budget by \$4,983.

With this change, we'll also ensure there are appropriate alarms in place for CO and other exhaust fumes.

Recommendation:

Motion to approve Ballard's Heating and Plumbing Proposal in the amount of \$24,983 to replace the heating system in Building 15 as presented.

Attachments:

1. Ballard Building 15 Heat 08.25.2025

Ballard's Plumbing and Heating
P.O.Box 259
2111 E Mitchell Road
Petoskey MI 49770

(231) 753-2110

To: CITY OF CHARLEVOIX 210 STATE CHARLEVOIX MI 49720-0550	Job No: 13988 Project: CITY OF CHAR(ELECT BLDG)-MECH 401 W. CARPENTER **PHASES** CHARLEVOIX MI 49720
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- PRICE TO SUPPLY AND INSTALL THE FOLLOWING
- REVERBER RAY DES 30' 75,000 BTU REPAINT TUBE HEATER
 - REVERBER RAY DES 40' 100,000 BTU RADIANT TUBE HEATER
MADE IN MICHIGAN
 - TWO PROGRAMMABLE THERMOSTATS
 - POWER WIRING
 - VENTING AND COMBUSTION AIR
 - GAS PIPING
 - MECHANICAL PERMIT

note: scissor lift provided owner

- Price to supply and install the following
- 2 reznor udz150 sealed combustion unit heaters
 - 2 programmable thermostats
 - gas piping
 - side wall venting
 - mechanical permit
- ** price does not include power wiring or scissor lift

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practice. Any alterations or deviations from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, and delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation insurance. The receipt of Customer deposit will indicate an acceptance of the contract terms in full. Prices guaranteed if proposal is accepted within 30 days of date of Contractor's signature.

Payment to be made as follows:50% Deposit Required

Acceptance:

Contractor's Signature

Owner's Signature:

Date

Date

The following disclosure is required by law. A residential builder or maintenance and alteration contractor is required to be licensed under article 24 of Act 299 of the Public Acts of 1980,as amended, being sections 339.2412 of the Michigan Compiled Laws. That an electrician be licensed under Act 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. That a plumber is required to be licensed under Act 226 of the Public Acts of 1929, as amended, being sections 3338.901 to 338.917 of the Michigan Compiled Laws.

Master Plumber License #: #8117469; Mechancial License #71- 16605; Boiler License#315927-3B 3

Continued...

Grand Totals:	
	24,983.00

Charlevoix City Council

Consent Agenda

Title: General Shutoff Rules for Electric Service

Date: November 17, 2025

Presented By:

Background:

The City's current General Shutoff Rules were drafted under Public Act 95 of 2013 which created the Low-Income Energy Assistance Fund (LIEAF). Under this Act, Michigan electric utilities could choose between opting into or out of the Act. The choice determined how residential customers would be treated if their accounts became delinquent. In 2024, the state updated the Act which changed the options for utilities. The General Shutoff Rules have been edited to reflect the changes in the Act. There are two major changes in addition to the housekeeping edits. First, Section 18 has been added to reflect the implementation of the City's Automated Meter Infrastructure (AMI) project. The second is specific language added to Section 30 stating that the City would not disconnect residential customers for non-payment of a delinquent account during the heating season. This language was not in the original General Shutoff Rules.

Recommendation:

Motion to approve the General Shutoff Rules for Residential Service as presented.

Attachments:

1. GENERAL SHUT OFF RULES FOR RESIDENTIAL ELECTRIC SERVICE rl

GENERAL SHUT OFF RULES FOR RESIDENTIAL ELECTRIC SERVICE

1. The City of Charlevoix (~~City~~) shall not use an electric service limiter.
2. The City ~~of Charlevoix~~ shall refund any late fees, fines, or payments related to a shutoff or resumption of service if those late fees, fines, or payments were improperly assessed because of the failure to provide notice as required by these rules.
3. Notwithstanding other requirements of this Rule, service may be shut off temporarily for reason of health or safety or in a state or national emergency. When service is shut off for reasons or health or safety, a notice shall be left at the premises.
4. Subject to the rules in this policy, the City ~~of Charlevoix~~ may shut off or terminate service to a residential customer for any of the following reasons:
 - a. The customer has not paid a delinquent account that accrued within the last six (6) years.
 - b. The customer has failed to provide a deposit or guarantee as required.
 - c. The customer has engaged in unauthorized use of the ~~Utility's~~ ~~City's~~ service.
 - d. The customer has failed to comply with the terms and conditions of a payment plan.
 - e. The customer has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance or replacement of equipment that is installed on the premises or for the removal of a meter.
 - f. The customer misrepresented his or her identity for the purpose of obtaining service or put service in another person's name without permission of the other person
 - g. The customer has violated any rules of the City ~~of Charlevoix~~ so as to adversely affect the safety of the customer or other person or the integrity of the system.
 - h. A person living in the customer's residence meets both of the following:
 - i. Has a delinquent account for service with the City ~~of Charlevoix~~ within the past three (3) years that remains unpaid
 - ii. The customer lived in the person's residence when all or part of the debt was incurred. The City ~~of Charlevoix~~ may transfer a prorated amount of the debt to the customer's account, based upon the length of time that the customer resided at the person's residence. This subdivision does not apply if the customer was a minor while living in the person's residence.

- i. The customer has not paid for service at the premises occupied by another person, and in any of the following circumstances and proper notice is given:
 - i. ~~If the~~The customer supplies a written, notarized statement that the premises ~~are is~~ unoccupied, or
 - ii. ~~If the~~The premises ~~are is~~ occupied and the occupant agrees, in writing, to the shutoff of service, or
 - iii. ~~If it~~It is not feasible to provide service to the occupant as a customer without a major revision, as determined by the utility, of existing distribution facilities, or
 - iv. ~~If it~~It is feasible to provide service to the occupant as a customer without a major revision, as determined by the utility, of existing distribution facilities, and occupant refuses to put the account in their name.
5. The City will not shut off service if a customer has not paid for concurrent service received at a separate metering point, residence, or location.
6. Subject to applicable third-party consent, a customer will be permitted to designate a third party to receive bill notifications, including shutoff notices, on the customer's behalf. Such notices will be provided to both the designated third party and the customer.
7. The City ~~of Charlevoix~~ shall supply information regarding the following to customers at least two (2) times a year (Section 7 reformatted):
 - a. The energy assistance telephone number at the Michigan Department of Health and Human Services ~~(231.348.1600)~~ and Michigan 2-1-1.
 - b. Medical emergency and critical care protections provided in these rules.
 - c. Military shut off protections pursuant to MCL 460.9c.
 - d. Low-income protections provided in these ~~rules~~Rules.
 - e. Senior citizen protections provided by these ~~rules~~Rules.
8. The information required under Subsection (~~a~~7) may be supplied in or on a customer's bill, in a bill insert, in a newsletter issued to customer, a public forum, newspaper announcement, on the ~~utility's~~City's website, in an electronic communication, or in any other manner approved by the ~~governing body of the utility~~Charlevoix City Council.
9. The City ~~of Charlevoix~~ shall, in the ordinary course of business, attempt to identify senior citizens by at least one (1) of the following methods:
 - a. Conducting customer interviews.
 - b. Obtaining information from a consumer reporting agency or consumer reporting service.

- c. A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voicemail.
 - d. First class mail.
 - e. A personal visit to the customer.
 - f. A written notice left at or on the customer's door.
 - g. On a bill or in a bill insert.
10. The City shall compile and maintain shutoff protection lists for eligible senior citizens customers, ~~eligible low-income customer~~Eligible Low-Income Customer, customer with medical emergencies or ~~critical care customer~~Critical Care Customers that provide certification, and the customers eligible for military shutoff protections, all in accordance with this policy. These lists shall be consulted before a shutoff is performed as stated in Section ~~2324~~.
11. Service shall not be shut off unless a notice is sent to the customer by first class mail or is personally service not less than ten (10) days before the date of the proposed shutoff. A record of the date the notice was sent shall be maintained.
12. A notice of shutoff shall contain all of the following information:
- a. The name and address of the customer, and the address at which service is provided, if different.
 - b. A clear and concise statement of the reason for the proposed shut-off of service.
 - c. The date on or after which service may be shut off unless the customer takes appropriate action.
 - d. The telephone number and the address where the customer may make an inquiry, enter into a payment plan, or file a complaint.
 - e. That the customer has the right to enter into a payment plan with the provider for an amount owed to the provider that is not in dispute and the customer is presently unable to pay in full.
 - f. That the City will postpone shutoff if a certified medical emergency exists at the customer's residence and the customer informs and provides documentation to the City of that medical emergency.
 - g. That during the heating season the City will postpone shutoff of service if a customer is an eligible senior citizen or if the customer is an ~~eligible low-income customer~~Eligible Low-Income Customer that enters into a winter protection payment plan with the provider and the customer provides documentation that the customer is actively seeking emergency assistance from an energy assistance program. For the 2025-2026 Heating Season the

City has chosen to not shut off electric service to residential customers for non-payment. The City will review this choice prior to each Heating Season.

- h. The energy assistance telephone number at the Michigan Department of Health and Human Services is 231-348-1600 and Michigan 2-1-1.
- 13. For an involuntary shut-off, at least one (1) attempt, in addition to the notice provided in Section ~~4012~~, shall be made one (1) or more days before the shutoff of the service to contact the customer by one (1) or more of the following methods:
 - a. A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voicemail.
 - b. First Class mail.
 - c. A personal visit to the customer.
 - d. A written notice left at or on the customers door.
- 14. All attempts to contact the customer under Section ~~12-13~~ shall be documented.
- 15. Service may be shut off to a customer on the date specified in the notice of the shutoff or at a reasonable time within ten (10) days following that date (§9q.6 PA 171 language). If service is not shut off and a subsequent notice is sent, then service shall not be shut off before the date specified in the subsequent notice. Shut off shall occur only between the hours of 8:00 am and 3:00 pm.
- 16. Service shall not be shut off on a day, or a day immediately preceding a day when services cannot be restored.
- 17. At the time a service is shut off~~Not later than two (2) hours before the close of the City's business on the day service is shut off~~, a notice shall be left at customer's residence stating that service has been shut off and providing the address and telephone number where the customer may arrange to have service restored. ~~Not~~ later than three (3) business days after shutoff off service to an ~~eligible senior citizen customer~~Eligible Senior Citizen Customer, the City of Charlevoix shall make at least two attempts to contact that customer to advise the customer of the actions that the customer must take to have his or her service restored. (Previous Section 18 now included in Section 17)
 - a. The following notification methods may be used to contact the customer:
 - i. A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voicemail.
 - ii. First Class mail.
 - iii. A personal visit to the customer.
 - iv. A written notice left at or on the customers door.
 - iv-v. Any other method approved by the Charlevoix City Council.

- b. A communication described in Subsection (~~Aa~~) (iii) or (iv) made on the day of disconnection meets the requirements of this rule.
 - c. A message left on an answering machine or voice mail or a written notice left at or on a customers door must include a toll free or local telephone number indicating that it may be used to contact a representative of the City of Charlevoix regarding restoration of service.
 - d. ~~The notice requirement of this section may be met with regard to~~regarding a ~~senior citizen customer~~Senior Citizen Customer by, within three (3) business days of shutting off service, making a documented referral of that customer to a social service or government agency.
- ~~d-18.~~ For an involuntary shutoff using meters with remote shutoff and restoration ability, at least one (1) day before shutoff of service, the City shall make at least two (2) attempts to contact the customer by one (1) of the methods listed in Section 10. Any notice shall state that the disconnection of service will be done remotely and that a City representative will not return to the premises before disconnection. The City shall document all attempts to contact the customer. If the City contacts the customer or other responsible person in the customer's household by telephone on the day service is to be shut off, the City shall inform the customer or other responsible person that shutoff of service is imminent and of the steps necessary to avoid shutoff. Unless the customer presents evidence that reasonably demonstrates that the claim is satisfied or is in dispute, or the customer makes payment, the employee may shut off service. By following this procedure, no further customer contact is required on the day service is to be shut off and the City may shut off service.
- ~~18-19.~~ After the reason for the shutoff ~~have has~~ been resolved, reasonable efforts shall be made to restore service on the day the customer requests restoration. Except for reasons beyond the control of the City of Charlevoix, the service shall be restored not later than the first working day after the customer's request.
- ~~19-20.~~ A charge may be assessed for restoring service.

PROCEDURES

- ~~20-21.~~ Monthly utility bills are normally due on the 18th of the month. When a customer gets two months behind on their payments, they get a past due notice approximately 1-2 days after the due date. This past due notice counts as the first shutoff notice according to this policy as detailed in section 8, and shall have the information in section 9 included on the notice.
- ~~21-22.~~ Customer only has to pay one month (the oldest month) to avoid shut off. Customer gets one week (7 days) to pay the past due notice from the date mailed.

22-23. If the customer does not pay the past due notice with the 7 day limit, the customer gets a shutoff door hanger hung on the door (or mailed for out-of-town customers). The notice shall also have the information in section 11 included on the notice. This notice counts as the second notice as detailed in section 12. Customer gets 5 days to pay off the door hanger notice.

23-24. If the customer does not pay the shutoff door hanger by the due date, it will then be determined if the customer is registered on any shutoff protection lists. If the customer is registered on one or more of the lists, then appropriate action will be taken as follows:

- a. If the customer is an eligible senior citizen and it is the winter heating season, they shall not be shut off.
- b. If it is summer and the forecast is for 95 degrees or greater, eligible senior citizens will not be shut off (see section on Cooling Season Shutoffs for details).
- c. If the customer is an ~~eligible low-income customer~~Eligible Low-Income Customer and it is the winter heating season, the customer has the option of entering into a payment plan as outlined in the section on Heating Season Shutoffs.
- d. The shut-off may be postponed if the customer provides documentation of a medical emergency as outlined in section 31.
- e. The shut-off may be postponed under MCL 460.9c if household income is reduced because the customer or customers spouse is called to active military duty and assistance is needed to maintain electric service. The customer must contact City Hall for details in this case.

24-25. If a customer is not on any of the shutoff protection lists, or if they are on a list but items a through e above do not apply, then they are called via telephone to inform them of the shutoff. In the case of a rental, the landlord is also notified that their renter will be shut off. The landlord then has the option of putting the account into their name to keep the shutoff from happening.

25-26. If customer still cannot pay when they are called, they are given telephone numbers to different agencies that they can contact for assistance. The customer is also given the option of entering into a payment plan with the City to catch up their whole account within a four-week period.

26-27. If the customer has still not paid by the final due date, then another shutoff notice shall be made and hung on the door at the time the power is shut off.

27-28. If the customer enters a payment plan and then violates any terms of the payment plan, the customer will be shut off after getting a new shutoff notice and waiting through at least a 10-day notice period.

COOLING SEASON SHUT OFFS

~~28.29.~~ Each morning, the temperature forecast on the website “wunderground.com” for Charlevoix or another approved index will be reviewed. If the temperature forecast for the current day OR the following day is 95 degrees or greater, ~~eligible senior citizen customer~~ Eligible Senior Citizen Customers will not be disconnected on the current day. For Fridays, ~~eligible senior citizen customer~~ Eligible Senior Citizen Customers will not be disconnected if the forecast is for 95 degrees or greater for Friday, Saturday, or Sunday.

HEATING SEASON SHUT OFFS

30. The City will not shutoff service to a residential customer during the Heating Season for the non-payment of a delinquent account. If the City decides to shutoff residential customers for non-payment in the future, Sections 31 and 32 will be updated.

~~29.31.~~ The City of Charlevoix shall not shut off service to a customer during the heating season for nonpayment of a delinquent account if the customer is an ~~eligible senior citizen customer~~ Eligible Senior Citizen Customer or if an eligible low income customer enters into a winter protection payment plan to pay the utility a monthly amount equal to 7% of the estimated annual bill for the eligible low income customer or the eligible low income customer and the utility mutually agree upon a winter protection payment plan with different terms and the eligible low income customer demonstrates, within 14 days of requesting shutoff protection, that he or she has applied for state or federal heating assistance. If an arrangement exists at the time an ~~eligible low income customer~~ Eligible Low-Income Customer applies for protection from the shut off of service during the heating season, the customer shall be permitted to pay the arrangement in equal monthly installments between the date of application and the start of the subsequent heating season.

~~30.32.~~ If an ~~eligible low income customer~~ Eligible Low-Income Customer fails to comply with the terms and conditions of a winter protection payment plan, or if the customer fails to pay a monthly installment on a preexisting arrangement, service may be shut off after giving the customer a notice; by personal service, or first-class mail that contains all of the following information:

- a. That the customer defaulted on a winter protection payment plan or has failed to pay a monthly installment on a preexisting arrangement.
- b. The nature of the default

- c. That unless the customer makes the payments that are past due within ten (10) days of the date of mailing, service will be shut off.
- d. The date on or after which service will be shut off, unless the customer takes appropriate action.
- e. That the customer may dispute the claim in writing before the date of the proposed shut-off of service.
- f. That the utility will not shut off service pending the resolution of the dispute.
- g. The telephone number and address where the customer may make inquiry or file a complaint.
- h. That the customer should contact a social services agency immediately if the customer believes he or she might be eligible for emergency economic assistance. The Michigan Department of Human Services can be reached at 231-348-1600.
- i. That the shut-off will be postponed if a medical emergency exists at the customers' residence.
- j. That a deposit and restoration charge may be required if the utility shuts off service for nonpayment of a delinquent account.

SHUTOFF OF CRITICAL CARE CUSTOMER OR MEDICAL EMERGENCY

31.33. Shutoff shall be postponed for not more than 21 days if the customer or a member of the customer's household is a ~~critical care customer~~Critical Care Customer or has a certified medical emergency. The customer's certification shall identify any medical or life-supporting equipment being used, and the specific time period during which the shutoff of service will aggravate the medical emergency. Shut off may be extended for further periods of not more than 21 days, not to exceed a total postponement of shutoff of service of 63 days, only if the customer provides additional certification that the customer or a member of the customer's household remains a ~~critical care customer~~Critical Care Customer or has a certified medical emergency. If a shutoff of service has occurred without any postponement being obtained, and further certification is then provided, the service shall be restored for not more than 21 days, and shall continue for further periods of not more than 21 days, not to exceed a total of 63 days in any 12-month period per household member. Annually, shutoff extensions totaling more than 126 days per household will not be given.

32.34. As used in these Rules:

- a. "Critical ~~care customer~~Care Customer" means a customer who requires, or has a household member who requires, home medical equipment or a life support system, and who has provided appropriate documentation from a

physician or medical facility to the City of Charlevoix identifying the medical equipment or life-support system and certifying that an interruption of service would be immediately life threatening.

- b. “Electric Service Limiter” means an electric meter or device used in conjunction with an electric meter that automatically interrupts all electric service to a customer without intervening direction from the utility when a utility-imposed peak usage limit is exceeded.
- c. “Eligible ~~low-income customer~~Low-Income Customer” means a customer whose household income does not exceed 150% of the poverty level, as published by the United States Department of Health and Human Services, or who receives any of the following and who advises the City of Charlevoix of his or her eligibility (customer is responsible for providing documentation proving eligibility):
 - i. Assistance from a state emergency relief program
 - ii. Food stamps
 - iii. Medicaid
- d. “Eligible ~~senior citizen customer~~Senior Citizen Customer” means a customer who is 65 years of age or older and who advises the City of Charlevoix of his or her eligibility.
- e. “Heating Season” means November 1 through March 1.
- f. “Medical Emergency” means the existence of a medical condition of the customer or a member of the customer’s household, certified by a physical or public health official on official stationery, which will be aggravated by the lack of utility service.
- g. “Senior Citizen Customer” means a customer of the City of Charlevoix who is 65 years of age or older

~~33-35.~~ These rules shall be part of the terms and conditions of the contract for service between the City of Charlevoix and the customer.

~~34-36.~~ These rules apply only to residential customers

SERIOUS INJURY OR DEATH NOTICE

~~35-37.~~ If a shutoff of service is associated with a death or serious injury, the City will notify the Michigan Public Service Commission by email or phone within 24 hours and in writing within three (3) business days.

~~36-38.~~ The current contact information is as follows: Service Quality Division, Michigan Public Service Commission, 6545 Mercantile Way, Suite 7, Lansing, MI 48911, (517) 241-6046.

VIOLATIONS OF THIS PROCEDURE

~~37-39.~~ If a customer believes that the City has violated any part of the procedure, they may submit a City Complaint/Request Record. The complaint must provide specific detail of any alleged violations. The City Manager or his designate will review the complaint and any other pertinent information and shall make a determination. If it is found that the City failed to follow this procedure, then the City shall refund any late fees, fines, or payment related to a shutoff or resumption of service. If the customer's complaint is not resolved, the customer has the right to pursue further remedies in accordance with Public Act 172 of the State of Michigan.

Charlevoix City Council

All Other Actions and Requests

Title: Accreditation Consultant

Date: November 17, 2025

Presented By:

Background:

The Police Department has been steadily working toward accreditation. This is a rigorous and time-intensive process that requires extensive documentation, policy alignment with accreditation standards, and ongoing administrative oversight.

To meet the 125 professional accreditation standards, more than 100 departmental policies have required full review, modernization, and implementation. Each policy update must be paired with staff training, documentation of compliance, and verification of ongoing practice, creating a significant administrative and operational workload.

Despite consistent effort, progress has been impacted by staffing shortages—our authorized staffing has been down —along with the demands of our busy season, which limited available time to work on accreditation tasks. Operational needs have necessarily taken priority.

Achieving accreditation is a worthwhile endeavor that will enhance professionalism, reduce liability, strengthen community trust, and align our department with best practices recognized statewide and nationally.

To ensure we successfully complete accreditation and maintain compliance going into the next cycle, I am requesting authorization to contract with a professional accreditation consultant. The Rossow Group is one such firm that provides an Accreditation Manager who works directly with agencies to organize documentation, ensure compliance with accreditation requirements, and establish systems for long-term sustainability.

Engaging a consultant will allow us to cross the finish line efficiently and preserve the administrative structure needed to maintain accredited status without overburdening internal staff. The cost is \$40,000 for two years.

Recommendation:

Motion to authorize the City Manager to enter into and sign a contract with The Rossow Group for accreditation consulting services to complete the accreditation process and support ongoing compliance management.

Attachments:

1. Charlevoix Department Accreditation Contract.10.19.25



Consulting and Accreditation Services

Dan Mills
Vice President

Neal Rossow
President

Brad Wise
Vice President

POLICY DEVELOPMENT and ACCREDITATION SERVICES AGREEMENT
BETWEEN THE ROSSOW GROUP and the CHARLEVOIX POLICE DEPARTMENT

This agreement made this _____ day of _____, 2025 by and between the Charlevoix Police Department (hereinafter "Agency"), whose address is 210 State Street, Charlevoix, MI 49720; and The Rossow Group Consulting and Accreditation Services (hereinafter "TRG") whose address is 3924 Oak Hills Circle, Port Huron, Michigan 48060 and concerns the Agency's seeking of police Agency accreditation through the Michigan Law Enforcement Accreditation Program.

RECITALS

The Agency seeks initial accreditation and agrees to contract with TRG in order to advise, recommend, and facilitate policy and procedure development to further the Agency's professional development and ensure that its methods, policies, procedures and daily operations are in compliance with the best practices or "standards" in the law enforcement arena as laid out by the Michigan Law Enforcement Accreditation Commission Standards Manual.

The main goal of the Agency is to ensure that it has a body of standards; policies; training specifications; proofs of compliance and oversight to place the Agency in the best possible position for accreditation.

The Agency wishes to ensure that poorly written and/or outdated policies are replaced with up-to-date written policies, procedures, and directives, as well as solid documentation demonstrating compliance with these best practices and policies. In undertaking the accreditation process, the Agency wishes to initiate and TRG wishes to provide a systematic review of operations and policies organization-wide to ensure that the Agency is providing the best service possible to its community.

This agreement is for a period of up to 24 months commencing on the date identified above and is for the initial accreditation process, which includes the self-assessment, cross-compliance analysis (between Agency Policies and Standards and MLEAC-recommended policies and standards); compilation of supporting documents; interviews; training of personnel; an on-site mock assessment; a Commission Onsite Assessment; a Compliance Review Hearing and Accreditation by the Full Commission.

Note: The contract will end upon the granting of full accredited status by the Michigan Law Enforcement Accreditation Commission, and the remaining balance of the fee must be paid.

This document was drafted in the State of Michigan and is between a Michigan policing agency and a Michigan-based company. As such, Michigan law shall control.

TRG OBLIGATIONS

Assist the Agency in the accreditation process and assist the Agency in achieving accredited status.

TRG will undertake a thorough evaluation and review of current Agency policies to verify ongoing compliance with the standards promulgated by the Michigan Law Enforcement Accreditation Commission (MLEAC) and will work with the Agency to develop additional policies or suggest amendments to existing policies, with the understanding that the policies must be developed in a way that not only complies with MLEAC standards but also meets the standards, needs, and responsibilities of the Agency in its service to the community. TRG will provide feedback, reviewing suggested policy changes with the Accreditation Manager and the Chief of Police. The Chief of Police, or designee has final approval for any recommended policies and procedures.

Keep up to date with any changes to the MLEAC standards and processes and provide updated information and suggestions for policy implementation/change to the Accreditation Manager and the Chief of Police.

Evaluate existing policies and procedures, as well as develop new policies and procedures, monthly throughout the term of this agreement and provide feedback and suggestions to the Accreditation Manager and the Chief of Police based on changes in law, conditions, or community standards.

Maintain an up-to-date knowledge base of Michigan Rules of Criminal Procedure; Criminal Code; and the Michigan Vehicle Code. Provide and apply such up-to-date information as it may change throughout the term of this contract to the Accreditation Manager and the Chief of Police.

Assist in populating the PowerDMS policy management platform with all current Agency accreditation related policies and forms.

Assist in identifying, evaluating, and inserting proofs of compliance that meet MLEAC standards. One (1) proof of compliance is required by the MLEAC for the original self-analysis period, which will be established by TRG within such period.

Coordinate and perform monthly visits in-person or virtually with the Agency during the initial self-analysis period to evaluate ongoing MLEAC compliance. Provide file maintenance for such self-analysis. Monthly visits will be scheduled through the Accreditation Manager on dates and times as mutually agreeable to the Agency and TRG.

Provide at least monthly updates to the Accreditation Manager and the Chief of Police on the status of the accreditation process.

After scheduling the mock assessment by the Accreditation Manager, attend mock assessment by the Police Accreditation Coalition (PAC) at the Agency or virtually, and answer questions of the mock assessors during the mock assessment.

Review, provide feedback on and make any suggested changes to MLEAC standard files.

Be present for the Onsite Commission Assessment; answer questions; resolve as expeditiously as possible any outstanding issues that the on-site assessors may discover that would prevent a successful completion of the on-site assessment.

Maintain any and all confidential information held by the Agency to the degree required by the Agency and privacy standards.

AGENCY OBLIGATIONS

The Agency shall identify and maintain an Accreditation Manager as a single point of contact that TRG can communicate with regarding any issues relating to the accreditation process.

Provide adequate working space for TRG staff while they are performing on-site work at the Agency, make available supplies as needed, such as a copy machine, paper, and/or a scanner while on location, as needed.

Provide access to the Agency's Records Management System and allow remote access, if possible. The Agency records are on a CJIS system. The Agency will provide access to such systems on a case-by-case basis or on a read-only platform.

Grant TRG access on a case-by-case basis to the Agency's investigative files and other files deemed necessary by TRG for locating standard proofs of compliance.

Provide TRG with the opportunity and permission to temporarily remove from the Agency any policies, reports, forms, documents, or other records so as to permit TRG to complete accreditation work; subject to the non-disclosure agreement made a part of this Agreement.

Provide TRG with access to the Agency's PowerDMS software.

Strive to provide TRG staff with requested proofs of compliance in a timely fashion.

Assure that the entire Agency staff is notified of the accreditation process and TRG's role in assisting the Agency in obtaining the same.

Assure that all sworn officers and non-sworn employees are operating within the frames of the established Agency policies and procedures; adhere to MLEAC standards and attend/receive all requiring training(s) as set forth in set standards. Explain that non-compliance with training requirements may result in an inability to achieve accreditation.

Pay the annual fee for PowerDMS software and for all fees required to be paid to MLEAC.

CONSIDERATIONS AND TERMS

The Agency shall pay a total of **\$40,000** for the initial accreditation process as defined herein, payments to be made over a 2-year period as follows:

\$15,000.00 when the agreement is signed.

\$5,000.00 every six months during the self-analysis period.

Balance, if any, paid within 30 days after the date of a MLEAC on-site assessment.

The Agency will pay an hourly fee of \$100.00 per hour to TRG for any services provided that are outside the scope of this agreement. Prior to the performance of any service outside the scope of this Agreement,

TRG shall provide a written description of the proposed service to be performed and a cost estimate. Additional services will not commence without the agreement of the Accreditation Manager.

NON-DISCLOSURE

Non-Disclosure Agreement. Confidential Information refers to any data or information disclosed by either Party to the other, in any form that is not generally known to the public and that a reasonable person would consider confidential. Each Party agrees to:

- (a) Keep the Confidential Information confidential and not disclose it to any third party without the prior written consent of the disclosing Party.
- (b) Use Confidential Information solely to complete accreditation work.

DURATION AND EARLY TERMINATION

Either the Agency or TRG has the right to end this Agreement prior to the end of the initial 2-year period by providing a written notice to the other party ("defaulting party") of a material breach of this Agreement and providing the defaulting party 30 days to cure such breach. If such breach is not cured within 30 days, the Agreement shall terminate 60 days after the initial written notice of breach. TRG shall be entitled to payment of work performed to the date of the termination of the Agreement. Nothing in this Section requires termination or prohibits the addition to or substitution of a portion of this Agreement, by agreement of the parties.

SIGNATURES

The Charlevoix Police Department approves this Agreement and intends to be bound by its terms.

Date

The Rossow Group, by and through its President hereby approves this Agreement and intends to be bound by its terms.



Neal A. Rossow, President
The Rossow Group

Date

Charlevoix City Council

All Other Actions and Requests

Title: Special Event Policy Revision

Date: November 17, 2025

Presented By: Mark Heydlauff, City Manager

Background:

Based on your last work session, we've revised the draft policy a bit further.

As for fees, here are some things to consider:

- Fees are charged for parking spaces downtown for things like a business placing a dumpster during remodeling. This is a recognition of the fact that parking spaces are a public good meant to benefit all users in the central business district. We try to encourage intrusive activities to occur during the winter by charging a lower fee while discouraging it during the peak season with a higher fee.
- Transient vendors, when permitted, pay fees for a license and undergo a background check by the City.
- The act of applying for an event, whether the event occurs or not, requires staff time and planning. Much as a fee is paid for someone seeking a site plan or a liquor license application. Efforts on behalf of a private activity take resources away from routine public services; this is not a bad thing but it is appropriate to assign a cost.
- Actual costs incurred during the functioning of an event are a more complicated issue. If you assume an event has general value for the general public, it is reasonable for some costs to be absorbed by taxpayers. The line Council draws on this, is quite frankly, the crux of the issue on costs for special events.

Council Member Spring received feedback on this topic from a business owner; the comments are included as an attachment.

Recommendation:

Council discussion and direction.

Attachments:

1. Special Event Policy-2025 Draft
2. Bergmann Comments



City of Charlevoix Special Event Policy

Purpose

Charlevoix parks, open spaces, alleys, walkways, streets, and recreation areas exist, primarily, for the benefit and enjoyment of the residents who live in this City. These resources were built by the taxpayers of this City, the generosity of donors, and resources of the State of Michigan to bring positive outdoor experiences to connect with the recreational assets, commerce, and natural beauty of our community. Special events should be limited in number, organized in form, and compatible with the community. Special events, when planned on public property, should supplement the enjoyment of our community rather than supplant the free enjoyment of public space. This policy is intended to regulate time, manner, and place of events but not the content of an event.

Recognition of Events of Historic and Cultural Significance to Charlevoix

As Charlevoix has grown and evolved over the years, there are special events that have come to be synonymous with Charlevoix and serve as local markers of the seasons; these events also serve as regional and national draws for visitors.

Charlevoix Venetian Festival

The Venetian Festival's eight day run in late July is Charlevoix's oldest and most well-known special event. It exists for the purpose of drawing families and friends together and celebrating summer life in Charlevoix and the surrounding area. Having begun in 1930, this event has a lasting impact on the character of summer life in Charlevoix. The festival is assumed to always occur the third full week of July and this event shall have scheduling precedent.

Charlevoix Waterfront Art Fair

Begun in 1958, this one-day festival is consistently ranked among America's best art shows. The Waterfront Art Fair is sponsored by the Charlevoix Council for the Arts who uses the proceeds derived from the annual show to support the arts in our community. Waterfront Art Fair is held the second full weekend of August and it shall have scheduling priority over all other events and activities.

Charlevoix's Apple Fest

Founded in 1978 as a collaboration with area apple vendors and downtown merchants, the Apple Festival is operated by the Charlevoix Area Chamber of Commerce and is viewed by many as the "end of the season" in Charlevoix. Combining crafters, apple vendors, and local food booths, the festival is the prime fall attraction in downtown Charlevoix utilizing East Park, Bridge Park and other portions of the downtown. Apple Festival is held the second full weekend of October and shall have scheduling precedent above all others in downtown.

Definition of events

Major Events

Major events are those events intended to raise money, sell products, or otherwise engage in commercial activity within a city park, public space or street. This may include events where a fee is charged to patrons for entry, where a special liquor license or extended liquor service is requested, or for events where, in the opinion of City staff, unique public service requirements are requested for the management of traffic, pedestrians, fireworks, or other special circumstances. The City Council shall establish a fee scale for these events based on location, type of activity and time of year.

Small Events

Small events are those events where commercial activity or fundraising is included in the event but done so at a small scale. Events of this type may occur in parks, public spaces or streets but shall be limited in scope. Events may require low-level public service requirements but not, in the opinion of City staff, to a significant extent. The City Council **shall** establish a fee scale for these events based on location, type of activity, and time of year.

Community Events

Community events are unique in that they include any event sponsored and fully managed by the City of Charlevoix or one of its entities. Community events may also include events sponsored by Charlevoix Public Schools or other community entities for which the event exists as a broad gathering for members of the community for which fundraising or commerce is not the intent and for which entry is open to all persons regardless of affiliation. Community events shall expressly include the Charlevoix Farmers Market(s) operated by the City; summer concert or entertainment series operated by the Charlevoix DDA; Charlevoix High School homecoming festivities; and holiday-themed events (including the Easter Egg Hunt and the Holiday Tree Lighting). Most community events shall be exempt from special event fees but costs to the City for these events shall not exceed \$500 per event (excepting the cost for performers, technicians, and costs specifically budgeted for the creation of these events)

Event Spaces and Restrictions

All public spaces, parks, and areas of the City are unique and carry with them certain characteristics making them more or less fitting for a variety of activities. Small private events like weddings, memorials, graduation parties, receptions or other similar events may be permitted by staff in addition to those rules outlined below. Small private events like these should have minimal impact on a public space and allow for the free enjoyment of the public space by non-participants congruently with the small, private event. Exempt events shall always have precedent over small private events. Any kind of event and gathering must still comply with the mass gathering permit regulations elsewhere stipulated.

City Council and City staff may place limitations on the size, scope, and manner of an event as indicated. Permission to hold an event is limited to the space and agreed standards for the event between the City and the event organizer.

East Park

East Park is the crown jewel of Charlevoix's public spaces. Its unique design connects the marina, downtown, and merchants together. It is anchored by the Odmark Performance Pavilion to the south and the marina office and trout pond at the north end. The undulating landscape of the park creates

unique opportunities and challenges for using the space for different activities. All event requests for East Park will require City Council approval.

Bridge Park

Bridge Park consists of the open space roof above 103-111 Bridge Park Drive and the park area along the Pine River Channel between the ferry dock and US 31. It is suitable for small events and some smaller major events. Due to the park being situated on a roof, there are restrictions on the weight of vehicles and tent usage. All event requests for Bridge Park will require City Council approval.

Bridge Park Use Restrictions

Peak Season

From Friday preceding Memorial Day through Labor Day, the Council may permit up to two major events in Bridge Park in addition to community events. Event planners shall pay the per-space parking fee as Council may from time to time establish for all spaces requested to be closed (excluding community events). Aside from Community events, no events may be held on the weekend closest to Independence Day.

Fall Season

From the Tuesday following Labor Day through October 31, major events may be planned with Council approval. Event planners shall pay the per-space parking fee as Council may from time to time establish for all spaces requested to be closed (excluding community events).

Off-peak Season

Dependent on weather and snow conditions, events may be held in Bridge Park from November 1 through to the Friday before Memorial Day.

Ferry Beach Park

Ferry Beach Park is a large community park with ample shoreline on Lake Charlevoix including amenities like the beach, swimming pier, and pavilions. There is ample parking and shaded areas for recreation.

Ferry Beach Park Use Restrictions

In-season

From May 1 through October 31, the City Council may permit up to two major events plus exempt and community events. Small events and community events shall be permitted by staff on a space available basis; Venetian Festival shall have scheduling priority based on long-term dates.

Off-season

Event use from November 1 through April 30 is impacted based on snowfall and seasonal conditions. While events may be planned, there is no expectation of parking being available in the park. Services are limited based on weather.

Michigan Beach

Michigan Beach is Charlevoix's premiere public beach on Lake Michigan. It is defined as the parking lot behind the DNR station on to the west inclusive of the playground, pavilion, beach, and parking areas to the Water Treatment Plant but below the bluff.

Michigan Beach Use Restrictions

Council may permit one major event at Michigan Beach each year between Memorial Day and Labor Day. Small events and community events shall be permitted by staff on a space available basis.

Depot Beach Park

Depot Beach is centered around the historic train depot and features a pavilion and beach on Lake Charlevoix. Council may permit one major event there each year.. Small events may be permitted by staff on a space available basis.

Lake Michigan Beach Park

This natural park located along Park Avenue features walking areas and some parking. Aside from the parking areas, which may support other events, events centered in the park are only permitted on a case by case basis (excluding pedestrian races which may utilize the area).

Water Tower Park and Hoffman Park

These are small neighborhood parks along Park Avenue and the Pine River Channel. Neither is suitable for major events and small events may be permitted by staff on a space available basis.

Veterans Park

This is a small park downtown adjacent to East Park. Aside from Community events, there are no events permitted in this park aside from remembrances and patriotic memorials

Other Public Spaces

Sometimes events or activities may be held in parking lots, alleys or similar spaces. Residents may also wish to have a block party to gather neighbors together. Peak Season shall be defined as the Friday before Memorial Day to Labor Day; Fall Season is the Tuesday following Labor Day through October 31 and off-peak season is November 1 through the Thursday before Memorial Day. Straight-forward requests may be approved by staff or forwarded to City Council for review as staff may feel appropriate.

Mt. McSaubia Recreation Area

The Mt. McSaubia Recreation Area is primarily intended for the operation of winter sports activities including skiing, snowboarding, ice skating and snowshoeing along with summer day camp and disc golf. Some community events are held here but primarily the area is intended for the free enjoyment of the public. Major and small events will be considered on a case by case basis to the extent they are compatible with routine operations; such events shall require approval from City Council unless no City services are needed and the event does not demonstrably impact open public enjoyment

Event Approval Requirements

Event organizers must obtain City approval at least **90 days in advance** of the event. Proposals must include:

- Event date(s), time(s), expected attendance
- Requested City services

Organizers must also provide:

- An **All Hazards Mitigation Plan** that addresses potential disruptions such as severe weather, medical emergencies, utility failures, and security incidents. This should include:
 - Evacuation and shelter procedures
 - Emergency communication methods
 - Coordination with first responders
 - Contingency plans for power, sanitation, and traffic
- Detailed plans for **City review and approval** covering:
 - Set-up and clean-up
 - Space closures
 - Security
 - Restrooms
 - Parking (for vendors and attendees)
 - Communication of event impacts to relevant neighborhoods (when required)

Fees and Expenses

The City Council will set fees for the use of certain spaces dependent on the kinds of activities planned and the season in which they will occur. In addition to usage fees which cover costs for staff time, maintenance, and supplies for the activity, Council may impose actual fees for expense including but not limited to: traffic control devices and personnel; public services; and any other specialized costs pertaining directly to the event. Council may direct a deposit be made to the City at the time of application approval based on a staff estimate of costs and/or the prior experience of costs for the event.

Solid Waste and Recycling

Events tend to create waste. Event holders are responsible for developing a solid waste and recycling plan for each event and delineating responsibility for the collection and disposal of waste. This plan should outline how the event organizers will manage solid waste, what steps will be used to encourage the use of recyclable material, and how waste will be collected and removed from the site. It is the goal of the City of Charlevoix to continually reduce the stream of unrecycled waste in the community; event organizers should work with vendors to use materials that can be recycled.

Senior Citizens and Inclusion for those with Disabilities

The City of Charlevoix desires to be a community accessible and welcoming of persons of all ages and abilities. To this end, organizers of special events shall provide a statement of their efforts to include senior citizens in the special event and discuss steps taken to ensure those with disabilities can freely enjoy the event.

Specific Rules and Procedures

The City Manager is authorized by City Council to develop or have developed other specific rules and regulations to apply to all events consistent with this policy. These additional rules and regulations may include but not be limited to: permits; procedures; insurance requirements; live music and noise rules; parking; and other such topics leading to orderly events.

When the scope of an event or activity requests permission for use of City property but requires substantial assistance or space outside of the City, the City will solicit feedback from other governmental entities to appropriately coordinate the full-scope of the event or the limitations which may be necessary. Approval by the City—even after such consultation—does not constitute an endorsement or support of non-City activities or absolve an event organizer of the need to seek approvals elsewhere as required.

Pedestrian races/running groups

The City shall create two designated routes suitable for road races and fun runs; these routes shall be designed so that it minimizes conflict with higher traveled roads and eliminates the need for special traffic control. Organizers wishing to hold this kind of event shall utilize these routes at their own risk. No routes shall cross US 31 or M66 except with the direct permission of City Council and MDOT.

Reporting and Assessment

Event organizers shall annually report their reasonable estimated return on the City's investment into their event by tracking such data points as: visitor counts; specific local economic impact; funds donated or spent in the City; and other such information as may be relevant. Additionally, event organizers should indicate the steps taken to reduce non-recycled waste, the efforts made to include persons with disabilities, and efforts to minimize traffic and parking congestion.

City staff are directed to track costs associated with all major special events and report the excess or deficiency of fees compared with the City's cost to support such events.

City Council shall review and modify this policy as needed each year in November based on the reporting, assessment, and feedback received.

Breach and Revocation

An event organizer who fails to adhere to the rules set forth for their event or who fails to fully reimburse the City for expenses as stipulated by this policy may face revocation of their right to organize an event under this policy. Announcing an event without prior written authorization may also be grounds for revocation.

Cancellation and Modification

The City shall always reserve the right to cancel and/or modify any approved event if event organizers fail to follow any of the above requirements and/or for health and safety reasons weather or other conditions may change. The City shall always take steps to preserve the health, safety, and security of the community above any consideration for a planned event or activity.

Text from a Charlevoix Business Owner Re:Events

From Richard Spring <richards@charlevoixmi.gov>

Date Tue 10/28/2025 6:08 PM

To Lyle Gennett <lyleg@charlevoixmi.gov>; Mark Heydlauff <markh@charlevoixmi.gov>; Janet Kalbfell <janetk@charlevoixmi.gov>; Shane Cole <shanec@charlevoixmi.gov>; Phil Parr <philp@charlevoixmi.gov>; Mark Knapp <markk@charlevoixmi.gov>; Aaron Hagen <aaronh@charlevoixmi.gov>; Sarah Dvoracek <clerk@charlevoixmi.gov>

Rich Bergmann spoke to me last week at Bridge Street Taproom. I encouraged him to share his thoughts with the Councils. He texted me the following.

Councilman Springs,

- Following up on our discussion regarding - Summer Events / Festivals
- the net add of incremental traffic from summer events & the related revenue is beneficial to downtown businesses - We have to make June thru October - \$\$ the best it can be - to carry thru the remaining 8 months of significantly slower traffic & revenue.
- I feel strongly that the event organizers & CVX City come up with a fair - vendor tax - that is part of their participation fee for the art fairs, Venetian, Applefest & Boyne Thunder Lunch in Bridge Park & the Marathons - that has an expense recovery for CVX Public Safety & Public Works. Any mobile Food Vendor, Merchandise booth - pay a structured rate for the opportunity to be in our great down town - & they cover these expense areas.
- we also need a serious parking & traffic program improvement - keep vendor trucks, trailers & vehicles out of critically few parking spots, on Clinton & Bridge Park Dr, move them down to A rental lot at Harbor Industries / Airport, South End of State, \$ Chamber or City RNS a shuttle Van to get vendors & exhibitors back & forth to their vehicles
- last, we pay for County Transit - we should definitely get much better utility out of that bus service to run shuttles to remote parking & prevent gridlock in the downtown area for seasonal events.

Let me know if you want any more details or info on these topics

Thanks, Rich

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Charlevoix City Council

All Other Actions and Requests

Title: New Year's Eve Fireworks

Date: November 17, 2025

Presented By: Mark Heydlauff, City Manager

Background:

Earlier this fall, Council was asked about the prospect of a license for a fireworks display on New Year's Eve. You indicated the City would not cover costs for the activity but that you would review an application. Included, you'll find a fireworks application from sponsor Skydive Charlevoix for a display by Great Lakes Fireworks to be launched from a barge in Round Lake. If Council approves this application, the DNR and USCG both have approval requirements as well.

Recommendation:

Council discussion and direction.

Attachments:

1. 2025 COI Skydive Charlevoix
2. 2025 Permit Application (Customer) Skydive Charlevoix



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com	FAX (A/C, No): 216-658-7101
INSURED Great Lakes Fireworks LLC P.O. Box 276 West Branch MI 48661	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: AXIS Surplus Insurance Company INSURER C: Everest Denali Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 10851 26620 16044
License#: BR-1796277 GREALAK-88		

COVERAGES**CERTIFICATE NUMBER:** 1151775169**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	GCI0010160-251	1/26/2025	1/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	GCD0010069-251	1/26/2025	1/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-001560155-01	1/26/2025	1/26/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability and Auto Liability policies where required by written agreement.
Display Date: December 31st, 2025 Rain Date: N/A Location: Infront of the Row Boat Houses on Round Lake closest to Lake Michigan

Skydive Charlevoix including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities;
City of Charlevoix including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities; City of Luther and Mary Kurtz including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities;
R.B Lyons Inc. including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities;

CERTIFICATE HOLDER**CANCELLATION**

Skydive Charlevoix 102 Chicago Ave. Charlevoix MI 48720 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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2025 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The **LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD** will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks
- ☒ Public Display ☐ Private Display
- ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Skydive Charlevoix		ADDRESS OF APPLICANT 102 Chicago Ave. Charlevoix, MI 49720	AGE OF APPLICANT 18 YEARS OR OLDER ☒ YES ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR Joshua Dhaseleer.		ADDRESS OF PYROTECHNIC OPERATOR 1055 Skei Rd Charlevoix, MI 49720	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ☒ YES ☐ NO
NO. YEARS EXPERIENCE 15+	NO. DISPLAYS 80+	WHERE Throughout Michigan	
NAME OF ASSISTANT David Dhaseleer		ADDRESS OF ASSISTANT 1055 Skei Rd. Charlevoix, MI 49720	AGE OF ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO
NAME OF OTHER ASSISTANT TBD		ADDRESS OF OTHER ASSISTANT TBD	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO

EXACT LOCATION OF PROPOSED DISPLAY

Lake Charlevoix in Round Lake Closest to Lake Michigan- In Front of the Row Boat Houses

DATE OF PROPOSED DISPLAY December 31st, 2025 (Rain: N/A)	TIME OF PROPOSED DISPLAY Approx. 9:00 PM
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MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

Stored at Federally Licensed Facility Until Date of Display

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000	NAME OF BONDING CORPORATION OR INSURANCE COMPANY Acrisure Great Lakes
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ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
One Cleveland Center, 1375 E. 9th St. 30th Floor, Cleveland, OH 44114

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Approx. 100	2.5" Shells
Approx. 80	3" Shells
Approx. 20	4" Shells
Approx. 15	Various Barrage Cakes 3" & Smaller

SIGNATURE OF APPLICANT <i>Kara Setlak</i>	DATE 11/6/25
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2025 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) ☐ Agricultural / Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
NAME OF PERSON PERMIT ISSUED TO Skydive Charlevoix		AGE (18 YEARS OR OLDER) ☒ YES ☐ NO	
ADDRESS OF PERSON PERMIT ISSUED TO 102 Chicago Ave. Charlevoix, MI 49720			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION			
ADDRESS			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approx. 100 2.5" Shells Approx. 80 3" Shells Approx. 20 4" Shells Approx. 15 Various Barrage Cakes 3" & Smaller			
EXACT LOCATION OF DISPLAY OR USE Lake Charlevoix in Round Lake, Closest to Lake Michigan - In Front of the Row Boat Houses			
CITY, VILLAGE, TOWNSHIP Charlevoix		DATE December 31st, 2025 (Rain: N/A)	TIME Approx. 9:00 PM
BOND OR INSURANCE FILED ☒ YES ☐ NO		AMOUNT \$5,000,000	

Issued by action of the Legislative Body of the ☐ City ☐ Village ☐ Township of _____ on the _____ day of _____, 2025. _____ (Signature and Title of Legislative Body Representative)	
--	--

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

Charlevoix City Council

All Other Actions and Requests

Title: MDOT Annual Permit

Date: November 17, 2025

Presented By: Mark Heydlauff, City Manager

Background:

Each year, the City files a request for an annual permit for road closures on Bridge Street. The permit allows for scheduled things like parades, road closures for special events, maintenance on electric lines, and tree trimming. The proposed closures for 2026 are attached, and are similar to last year. We have revised our request for 2026 based on the changes Venetian Festival indicated earlier this fall.

Ultimately, if Council wants to reduce the reasons for which the road is closed, this is a way to do so.

Recommendation:

Motion to approve the 2026 annual MDOT road closures as presented.

Attachments:

1. 2026 Road Closures

2026 EVENTS
WITH POTENTIAL ROAD CLOSURES

May 25	Memorial Day Parade
June	Graduation Parade
June 20	Charlevoix Marathon
July 18-25	Venetian Festival
October	Homecoming Parade
Oct 9-11	Applefest
November 27	Holiday Parade
December 31	Bridge Drop

Charlevoix City Council

All Other Actions and Requests

Title: Sale of Yard Waste Pit

Date: November 17, 2025

Presented By: Mark Heydlauff, City Manager

Background:

Earlier this year, we were approached to sell a portion of our land south of the south side Krist Station. The parcel we sold--including a split from a parcel we kept--has been used for outdoor storage for our DPW and Electric Departments. Council approved this sale in the spring and we closed on this transaction this fall. Work has begun on locating a new storage yard on land we own at the end of West Carpenter Street in Charlevoix Township; this parcel is situated adjacent to the St. Mary's Quarry and the airport with homes off Sheridan Street.

In the past month, the developer proposed a further transaction regarding the remaining land and the private road we own that accesses it. In further discussion, they proposed to purchase outright our remaining parcel (approximately 5.5 acres) for \$200,000. This is roughly the same rate used to purchase the previous parcel. If we proceed with this, we would need to consolidate our yard waste and brush dump to the location on West Carpenter for which there is room. We believe this could be an improvement to our operation by moving these activities closer to our shop and also purpose building the site for this rather than perpetually modifying a natural valley.

Given all of these factors, I recommend Council approve the included purchase agreement and authorize me to sign it and close on the property in December. We will bring a recommendation to you for improvements to the parcel to clear and grade the land so that it can be used starting in the spring for yard waste refuse. The City Attorney's office has reviewed the agreement. When we acquired this land on Carpenter Street in 2020, Council noted the options it would give us to use it for future housing developments or to move activities to the site to make space for housing developments elsewhere. This is consistent with that intent.

Recommendation:

Motion to approve the purchase agreement to sell parcel 004-034-026-00 as split for \$200,000 and authorize the City Manager to sign the agreement and close on the parcel.

Attachments:

1. Greenwood PA CVX land Parcel 2 Executed

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement"), is entered into this 11th day of November, 2025, by and between **City of Charlevoix, Michigan** having an address of 210 State Street, Charlevoix, MI 49720 (hereinafter "Seller") and **Greenwood Residence, LLC a Michigan limited liability company**, 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 a parcel of vacant land consisting of +/- 5.535 acres of land, which has a Tax Parcel ID Number 004-034-02600 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, including, but not limited to all rights and benefits to the existing roadway on the Real Estate commonly known as "City Dump Road" a/k/a "Lake to Lake Trail Road", 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").

2. PURCHASE PRICE

2.1 **Payment of Purchase Price**. The "Purchase Price" for the Real Estate shall be Two Hundred Thousand Dollars and no cents (\$200,000.00), 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, rules, 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 Deleted
- 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 thirtieth (30th) 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 Earnest Money 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 Earnest Money 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 Earnest Money.

- 6.2 **Feasibility Period.** Upon satisfaction or waiver of all conditions within the inspection period, the Earnest Money 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 Earnest Money 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 Earnest Money and Seller shall be permitted to retain the Earnest Money as liquidated damages, except in the event of Seller's default or failure to deliver title as required hereunder. At Closing the Earnest Money 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.

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 reedy, 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, , 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:

Annalisa Savoretti, Greenwood Residence, LLC
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

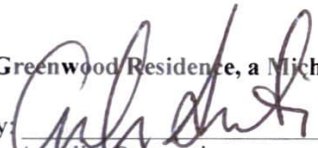
to assign all of its right, title and interest in and to this Agreement.

- 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.

PURCHASER: Greenwood Residence, a Michigan limited liability company

By:  _____

Annalisa Savoretti

Its: Member _____

Dated: November 11, 2025 _____

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

By: _____
Mark Heydlauff, its City Manager

Dated: _____

Charlevoix City Council

All Other Actions and Requests

Title: Organizational Meeting/Council Appointments to Boards

Date: November 17, 2025

Presented By: Sarah Dvoracek, City Clerk

Background:

Organizational Meeting

Section 2.15 of the Charter requires that Council hold an organizational meeting at the first meeting after the November General Election. The meeting shall be held for the purpose of organization at the usual place for holding meetings of the legislative body of the City.

Council is asked to consider the following items:

Meeting time —The regular meetings of the Council shall be held at least twice each month. These meetings shall be held at the City Hall unless otherwise provided. *The Rules of Procedure for City Council*, Rule 1c sets the meetings as the first and third Mondays of the month at 6:00 p.m., unless Monday is a legal holiday, at which point the meeting moves to the following Tuesday at 6:00 p.m. The Charter allows the Council to set the day and time of its meetings. If Council would like to change its meeting dates and times, a resolution would need to be drafted to amend the Rules of Procedure. Any change would not take place until January 2026.

August 4, 2026 & November 3, 2026 Election: For the August Election, I would recommend Council meet the next day, Wednesday, August 5, 2026 at 6 p.m. And for the November Election, I would recommend Council meet on Monday, November 2, 2026 at 12 p.m.

We won't know until mid-February whether we will have a May election, but Council can always adjust their meeting schedule accordingly if they so choose.

Deputy Mayor—Section 2.9 of the City Charter requires that the Council elect one of its members to serve as Deputy Mayor at the organizational meeting of the Council. The Deputy Mayor shall serve until the next organizational meeting of the Council or until a successor takes office.

Council Member Appointment to Boards

Board of Review

Per our City Charter, the Board of Review requires two Council Members to sit on the Board.

Previously, Council Member Kalbfell and Council Member Parr sat on the Board of Review representing the Council and their terms have expired. Council will need to appoint two Council Members to the Board of Review for a one-year term.

Council Member Halverson sits on the Board of Review as a city resident and his position is now vacant and will need to be filled by a resident.

Recreational Authority Board

Per the Articles of Incorporation for the Recreation Authority Board, three members representing the City are to be appointed by Council and at least one member of each participating municipality's legislative body shall be appointed to the Board. Currently, Council Member Kalbfell sits on the Board and her term is expiring. Council will need to appoint one Council Member to the Recreational Authority Board for a term to expire March 2027 (terms are staggered).

Recommendation:

Motion to set 2026 City Council meetings for the first and third Mondays of the month at 6:00 p.m. except on Wednesday, August 5, 2026 at 6 p.m. and on Monday, November 2, 2026 at 12 p.m. to accommodate for election day.

Motion to appoint XXX as Deputy Mayor.

Motion to appoint Council Members XXX and XXX to the Board of Review for a term to expire on November 2026.

Motion to appoint Council Member XXX to the Recreational Authority Board for a term to expire on March 31, 2027.

Attachments:

None

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: November 17, 2025

Presented By:

Background:

A. MDOT Traffic Survey

The Michigan Department of Transportation (MDOT) is moving forward with a public survey aimed at gathering updated community input on pedestrian and traffic safety in downtown Charlevoix. This effort builds upon a 2021 pedestrian safety study and is part of MDOT's broader planning for improvements along US-31. MDOT Communications Specialist James Lake shared a draft news release and proposed survey language, which I have reviewed and believe will be helpful in further soliciting public feedback. The survey will be hosted online via Microsoft Forms and will solicit open-ended feedback from residents on their concerns and suggestions related to traffic flow, delays, and pedestrian safety. The survey is expected to launch shortly and will remain open for public comment through January 1, 2026. Additionally, a public meeting is planned for early 2026, during which MDOT will present draft plans for improvements based on the survey findings.

[Link to the survey](#)

Recommendation:

Attachments:

None

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: November 17, 2025

Presented By:

Background:

Recommendation:

Attachments:

None