



**Agenda**  
**City of Charlevoix Downtown Development Authority Meeting**  
**Monday, November 24, 2025 - 5:30 PM**  
**Council Chambers, City Hall**

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- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Approval of Minutes**
  - A. May 20, 2025
- 6. Director's Report**
  - A. Summer Update
  
  - B. Public Information Meeting  
Mark Heydlauff, City Manager
- 7. Old Business**
- 8. New Business**
  - A. Chamber Management Agreement  
Mark Heydlauff, City Manager  
Sarah Van Horn- President of the Charlevoix Area Chamber of Commerce
  - B. Summer 2025 Feedback  
Mark Heydlauff, City Manager
  - C. Bridge Park Drive Building Fire Alarm System Update  
Mark Heydlauff, City Manager
  - D. Rent Request- J. Bird Provisions
- 9. Public Comment**
- 10. Request for Future Agenda Items**
- 11. Board Comments**
- 12. 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](mailto: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 Downtown Development Authority

## Approval of Minutes

**Title:** May 20, 2025

**Date:** November 24, 2025

**Presented By:**

**Background:**

**Recommendation:**

Motion to approve the minutes as presented.

**Attachments:**

1. 2025.05.20 DDA DRAFT

**City of Charlevoix**  
**Downtown Development Authority Meeting Minutes**  
**Tuesday, May 20, 2025 - 5:30 PM**  
Council Chambers, City Hall

**1. Call to Order**

The meeting was called to order at 5:30 p.m. by Chair Owens followed by the Pledge of Allegiance.

**2. Pledge of Allegiance**

**3. Roll Call**

Chair: Maureen Owens  
Members Present: Sam Bingham, Mayor Lyle Gennett, Jessica Nagel, Anne Oosthuizen, Paul Silva  
Members Absent: Liam Dreyer, Danielle Scheller, Ron Way  
Staff Present: Mark Heydlauff, City Manager/DDA Executive Director

**4. Inquiry Regarding Conflicts of Interest**

**5. Consent Agenda**

A. Minutes from February 24, 2025

Chair Owens stated that Julia Drost from the Charlevoix Public Library had a small presentation and the Board concurred to add the item to under reports section.

Chair Owens referenced the consent agenda and there were no questions or comments and no motion was made to approve the minutes.

**6. Reports**

A. Public Information Meeting

Mark Heydlauff, City Manager

Director Heydlauff stated Michigan law requires the DDA to hold at least two (2) annual and publicly advertised public information meetings where information is presented on the work of the DDA and the public is invited to ask questions. Mr. Heydlauff stated he included an updated budget report in the agenda packet. Mr. Heydlauff stated that the most sizable expenditure to date was the payment that was made to the library last month.

Chair Owens opened the item for public comment. None were heard.

B. Director's Report

There were no questions or comments on the Director's Report.

C. Charlevoix Public Library-Julia Drost, President

Julia Drost, President of the Charlevoix Public Library Board of Trustees, stated she is extending the Library's heartfelt thanks to the DDA for them fulfilling the pledge of support generously

made by the DDA. The DDA's cumulative contribution of \$600,000 has made a tremendous difference in our community, specifically the DDA's investment helped sustain the life of a beloved historic facility while also contributing toward its transformation into a library that strives to be an education beacon and cultural anchor for the community.

**7. Old Business**

**8. New Business**

**A. Tree Light Replacement and Annual Maintenance**

Mark Heydlauff, City Manager

Director Heydlauff stated the agreement before the Board reflects an update of what he believed was given to the Board five (5) years ago. Mr. Heydlauff stated the ownership has changed but the core staff who perform the work have remained consistent. The proposed agreement would cover the next five (5) years of work, including light replacement and annual maintenance on the trees.

Motion by Mayor Gennett, seconded by Member Nagel to approve the agreement with Faith Lawn and Property Maintenance Services for tree light replacement and annual maintenance as outlined in the proposal through 2028.

**Motion carried by unanimous voice vote.**

**9. Public Comment**

Tom Conlan referenced the DDA budget report and Director Heydlauff stated in his report he had indicated that the City's application for a grant for the desired improvements in the area between Clinton and Park Streets was not successful. Mr. Heydlauff explained some of the items included in the DDA budget and stated he was happy to meet with Mr. Conlan and answer any of his questions.

**10. Request for Future Agenda Items**

**11. Board Comments**

Member Oosthuizen questioned if anything was happening with the Live on the Lake concert series and the thoughts about sharing that project with the Parks Department. Director Heydlauff stated the DDA approved the agreement with the Recreation Department to manage that program going forward. The concert series starts on July 31st and wraps up the weekend after Labor Day.

**12. Adjourn**

Chair Owens adjourned the meeting at 5:42 p.m.

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Sarah J. Dvoracek/fgm

City Clerk

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Maureen Owens

Chair

# Charlevoix Downtown Development Authority

## Director's Report

**Title:** Summer Update

**Date:** November 24, 2025

**Presented By:**

**Background:**

**A. Match on Main Grant**

I'm pleased to report that Dockside Books was selected as a Match on Main grant recipient from the Michigan Economic Development Corporation. We did not receive this news until late July which is well after the original expected award in May. Stiggs Brewery was also nominated by Charlevoix but was not selected for the grant. Last week, Julie Bergmann of Dockside Books and I met to complete the paperwork. This has been submitted to the MEDC and once received by the DDA, will be disbursed to the business per the grant agreement.

**B. Tree Pruning and Lights**

Faith Lawn Service and Holiday Lighting performed the annual pruning and lighting updates for the downtown trees back in June. They'll return ahead of the holidays for the Christmas tree at the corner of Clinton and Bridge.

**C. Sidewalk Cleaning**

The Department of Public Works did the annual sidewalk cleaning just after Venetian Festival this year. In conversation with business owners and staff, it seems like this is a good time to complete this activity and I've asked the department to plan for this each year at this same time.

**D. Jazz Festival**

We concluded our Live on the Lake Series with the inaugural Live on the Lake Jazz Festival two weekends after Labor Day. I was certainly pleased with this event but would be curious for feedback from the board on how this was perceived in the community and from a business perspective.

**E. Resignation**

Ron Way tendered his resignation from the board with immediate affect on November 19, 2025. The Mayor will nominate appoint, with Council approval, a new member at some point in the future.

**Recommendation:**

**Attachments:**

None

# Charlevoix Downtown Development Authority

## New Business

**Title:** Chamber Management Agreement

**Date:** November 24, 2025

**Presented By:** Mark Heydlauff, City Manager  
Sarah Van Horn- President of the Charlevoix Area Chamber of Commerce

**Background:**

Last October, the DDA Board entered into an agreement with the Chamber of Commerce to perform management services as outlined in the contract and the deliverables attached. The agreement contemplated this first year as a trial period followed by the opportunity to continue for three years if all parties were satisfied.

**Recommendation:**

Board discussion and direction

Motion to renew and extend the Management Agreement with the Charlevoix Area Chamber of Commerce effective November 1, 2025 through October 31, 2028.

**Attachments:**

1. 2024-2025 Deliverables
2. DDA\_2025-2026
3. Executed Service Agreement between Chamber and DDA

## DDA DELIVERABLES – Nov 2024-Aug 2025

- Business owner (one-on-one) meetings as requested, topics included:
  - Programmatic concerns, attracting winter traffic
  - Venetian festival logistics and concerns
  - Grant opportunities
  - Referrals to appropriate authorities (planning and zoning, building dept, etc)
- Match on Main research, promotion, and guidance to businesses
  - Inquiries from 10 businesses, meetings with 5 businesses (1hr each)
  - Supporting application process for businesses
  - Our downtown business was awarded the grant!
- Gift Local marketing pieces and distribution
  - Created new flyers and promotional cards
  - Advertising: radio, newspaper, social
  - Award recipient contact, mail/coordinate prize pick up
- Event promotion and communication
  - Holiday events: Parade, Open House, Ladies Night
  - First Fridays
  - Indoor Sidewalk Sales, Easter Egg Hunt, Summer Open House, Sidewalk Sales
- Business Owner Meetings
  - Sharing date and agenda via email and FB
  - Follow up communications (sharing information as requested during meetings)



**Charlevoix Area Chamber of Commerce**  
 109 Mason St  
 Charlevoix, MI 49720  
 (231) 547-2101 | info@charlevoix.org

**Charlevoix**  
 — CHAMBER —

# Invoice

Invoice Date: 8/1/2025  
 Invoice Number: 36041

Charlevoix DDA  
 Mark Heydlauff  
 210 State St  
 Charlevoix, MI 49720

Terms	Due Date
Due Upon Receipt	8/1/2025

Description	Quantity	Rate	Amount
Partnership Agreement	1	\$35,000.00	\$35,000.00
<b>Subtotal:</b>			<b>\$35,000.00</b>
<b>Tax:</b>			<b>\$0.00</b>
<b>Total:</b>			<b>\$35,000.00</b>
<b>Payment/Credit Applied:</b>			<b>\$0.00</b>
<b>Balance:</b>			<b>\$35,000.00</b>

**Thank you for your support of the Charlevoix Area Chamber of Commerce. Your investment helps us fulfill our mission to support commerce and provide leadership to enhance the quality of life.** To help ensure we can continue to provide valuable programs and services year after year, please understand a small increase to membership dues will be applied annually as approved by the Board of Directors.

NEW: Enroll in autopay for convenient membership and bill payment! Login to your Member Portal at [business.charlevoix.org/login](http://business.charlevoix.org/login).

**Please return this portion with your payment.**

**Balance:** \$35,000.00

**Member Name:** Charlevoix DDA

**Invoice #:** 36041

**Payment Amount:** \$ \_\_\_\_\_

**Payment Method:**  Check # \_\_\_\_\_  Credit Card (Visa, MasterCard, Discover)

Make all checks payable to **Charlevoix Area Chamber of Commerce**, or enter credit card information below.

*Enter Credit Card Billing Address (inc. zip code)*

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CVV Code (3 or 4 digits on back of card) \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

**Service Agreement by and between the Charlevoix Downtown Development Authority and the  
Charlevoix Area Chamber of Commerce**

The following agreement is made by and between the Charlevoix Downtown Development Authority, a Michigan municipal corporation whose offices are located at 210 State Street, Charlevoix, Michigan 49720 and the Charlevoix Area Chamber of Commerce, a Michigan nonprofit corporation whose offices are located at 109 Mason Street Charlevoix Michigan.

Whereas, the Charlevoix Downtown Development Authority (DDA) is tasked with maintaining and increasing the property value of the downtown district as stipulated by local ordinance and Michigan law. It undertakes these activities by supporting infrastructure improvements, certain programming, and business support for the property owners and businesses within the boundaries of the district.

Whereas, the Charlevoix Area Chamber of Commerce promotes the business and commerce of the broad Charlevoix area and maintains an office and distinct presence in downtown Charlevoix to serve the public and its members with programming and assistance meant to promote the local economy.

WHEREAS, the DDA desires to retain Chamber to perform certain duties and responsibilities in connection with the operation of the DDA and the Chamber desires to provide the service to the DDA as part of its broader community mission; and

WHEREAS, the DDA and Chamber desire to specify and define the scope of work to be completed, reporting requirements, and the compensation to be paid by the DDA to the Chamber for the agreed upon services.

Now therefore, the parties agree as follows:

**1. CONTRACTOR DUTIES & RESPONSIBILITIES**

- a. Respond to inquires from the City, partners, businesses within the DDA District, general public, and media with regard to DDA matters as covered by the scope of this agreement. Work to provide all prospective business owners with the proper information and contacts necessary for prospective operation in the district. Serve as a resource on existing Downtown District policies and procedures.
- b. Administer, monitor, and assist with the following projects and programs as approved by the DDA Board:
  - i. Gift Local
  - ii. Downtown Promotions events:
    1. First Fridays
    2. Easter Egg Hunt
    3. Downtown Open Houses (Summer, Holiday)
    4. Sidewalk Sales
    5. Holiday Parade
    6. Ladies Night
- c. Monitor the accuracy and update as necessary the DDA website and all public notice mechanisms used by the DDA

- i. Maintain contact database of downtown business owners, downtown property owners, and others with vested interest in the downtown; communicate through email newsletters and notices as needed for programs and projects
  - ii. Maintain contact database of general interest in downtown activities; *communicate through weekly Chamber Biz Blast with specific Downtown Charlevoix section as pertinent to programs and projects*
- d. May represent the DDA board at various meetings and events, and may speak on behalf of the DDA Board, as it relates to approved Contractor projects and responsibilities
- e. Research the availability and conditions of grant funding and participate in the process for both businesses within the Downtown District and for DDA programs and projects; Assist in monitoring and reporting requirements of grants secured by the DDA.
- f. For DDA Events:
  - i. Contractor handles all administrative tasks to ensure fiscal and legal responsibility
  - ii. Contractor manages marketing, setup, clean up, and fundraising
  - iii. Contractor may expand event participation to Charlevoix Chamber member businesses while maintaining event location and focus to the Downtown District
- g. Present annual reports to the DDA Board as requested by the DDA Board and City Manager; attend DDA Board meetings as requested by the DDA Board and City Manager. Present pertinent data and researched information to aid the Board in making decisions and establishing policies.

**2. PERFORMANCE EVALUATION**

A performance evaluation shall be performed annually by the DDA Board to assess overall performance and compensation matters.

**3. PRICE AND TERMS**

- a. The Contractor agrees to furnish the services as outlined in the Agreement for a trial period of one-year, effective November 1, 2024, and ending October 31, 2025, in accordance with the specifications as outlined in this Agreement.
- b. Following the trial period, the Contract services and compensation shall be reviewed, updated with agreement by both parties, and the Contract renewed for three years, effective November 1, 2025 and ending October 31, 2027.
- c. Compensation for the first year shall be \$35,000 paid by the DDA to the Contractor annually no later than February 1. Compensation for the following term will be reviewed at the conclusion of the trial period.

**4. TERMINATION**

Either party may terminate this contract by providing sixty (90) days written notice prior to the termination of the agreement to the address first contained within this contract

**5. SUPERSEDING AGREEMENT**

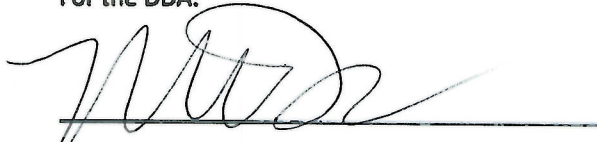
This document shall constitute the entire agreement between the parties and shall supersede and replace all prior and existing agreements made between the parties.

**6. POWER TO EXECUTE AGREEMENT**

The parties represent and warrant that the person(s) executing this Agreement on behalf of each of them have been fully empowered by their respective governing body to execute the Agreement.

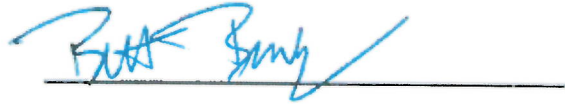
The parties have here unto agreed to this contract and their authorized representatives have affixed their signatures below effective as of November 1, 2024.

For the DDA:



**Maureen B. Owens, Chair**

For the Chamber:



**Brett Binkley, Chair**



# Charlevoix Downtown Development Authority

## New Business

**Title:** Summer 2025 Feedback

**Date:** November 24, 2025

**Presented By:** Mark Heydlauff, City Manager

**Background:**

We are in the heart of our Live on the Lake Series in it's new time of the year. I wanted to have time in the meeting to discuss any feedback the board has about this format and other downtown activities this summer. City Council will be holding a work session in early October to discuss special events.

**Recommendation:**

Board discussion and feedback.

**Attachments:**

None

# Charlevoix Downtown Development Authority

## New Business

**Title:** Bridge Park Drive Building Fire Alarm System Update

**Date:** November 24, 2025

**Presented By:** Mark Heydlauff, City Manager

### **Background:**

Here's an update on the fire protection improvements proposed for the Bridge Park Drive Building, based on the recent inspection and contractor proposals:

#### Sprinkler System Deficiencies & Repairs

Following a November 18, 2025 inspection by Summit Fire Protection, several deficiencies were identified in the building's fire sprinkler system. Key issues include:

Outdated gauges requiring replacement.

- A check valve and piping needing a 5-year internal inspection.
- A missing outside bell and two sprinkler heads without covers.
- A sprinkler head missing in the restaurant cooler.
- Multiple failed flow tests due to a powered-down alarm panel. Summit has provided a quote of \$3,036.00 to address these deficiencies. The quote includes labor and materials but excludes permits, electrical work, and off-hours labor. The quote is valid for two weeks.

#### Fire Alarm System Upgrade

Summit also submitted a proposal to replace the existing fire alarm system with a modern 10-zone Kidde system. The scope includes:

New smoke and heat detectors, horn/strobes, pull stations, and control panel.

Design, permitting, programming, and final testing.

Compliance with ADA and life safety standards.

The total cost is \$18,491.00, including sales tax. The proposal is valid for 30 days from September 12, 2025.

This item was drafted using AI tools.

### **Recommendation:**

Motion to approve the quotes from Summit Fire Protection for (1) sprinkler system deficiency repairs in the amount of \$3,036.00 and (2) fire alarm system replacement in the amount of \$18,491.00, and to authorize the DDA Executive Director to sign all necessary documents to proceed with the work.

### **Attachments:**

1. 2025-11-18\_Beaver-Island-Boat-Company\_SprinklerScan
2. Bridge Park Building- Upgraded Fire Alarm System
3. Beaver Island Boat Co deficiencies quote 11-18-25 customer copy





# 2025



## Beaver Island Boat Company

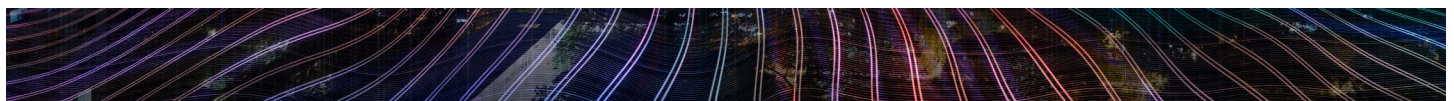
103 Bridge Park Drive  
Charlevoix, MI 49720  
231-675-0416

**Building Contact:** Dan Thorp  
**Title:** Contact  
  
**Company:** Summit Fire Protection  
**Contact:** ERIC CZAJKA  
**Title:** TECHNICIAN

**Inspection Date: Nov 18, 2025**

**Tested to NFPA 25 Standards**

This Inspection was performed in accordance with applicable Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.



# EXECUTIVE SUMMARY

Generated by: BuildingReports.com

## Building Information

<b>Beaver Island Boat Company</b> 103 Bridge Park Drive Charlevoix, MI 49720 United States of America	<b>Contact:</b> Dan Thorp
	<b>Phone:</b> 231-675-0416
	<b>Fax:</b>
	<b>Mobile:</b>
	<b>Email:</b>

## Inspection Performed By

<b>Summit Fire Protection</b> 1798 Northern Star Drive Traverse City, MI 49686 United States of America	<b>Inspector:</b> ERIC CZAJKA
	<b>Phone:</b> 231-463-3440
	<b>Fax:</b>
	<b>Mobile:</b> 231-463-3440
	<b>Email:</b> eczajka@summitfire.com

## System Control Unit

System Type	System Location	Protected Area	Devices
Wet Pipe	basement	Building-system 1	16
Wet Pipe	basement	Building-system 2	6

## Inspection Summary

Category	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Alarm	2	9.09%	2	100.00%	0	0.00%	2	100.00%
Device	5	22.73%	5	100.00%	2	40.00%	3	60.00%
Hose	1	4.55%	1	100.00%	1	100.00%	0	0.00%
Sprinkler	7	31.82%	7	100.00%	7	100.00%	0	0.00%
Valve	7	31.82%	6	85.71%	3	50.00%	3	50.00%
<b>Totals</b>	<b>22</b>	<b>100%</b>	<b>21</b>	<b>95.45%</b>	<b>13</b>	<b>61.90%</b>	<b>8</b>	<b>38.10%</b>

## Certification

**Company:** Summit Fire Protection  
**Inspector:** ERIC CZAJKA

**Building:** Beaver Island Boat Company  
**Contact:** Dan Thorp

# DISCREPANCY REPORT

Generated by: [BuildingReports.com](https://BuildingReports.com)

The Discrepancy Report consolidates each discrepancy listed within the various Testing sections of your Inspection. Discrepancies are listed by Category, and grouped by device type. The description of the problem is provided and where appropriate, code references are listed for your convenience. Any item that was inspected that is subject to a recall or part of a manufacturer's replacement/upgrade program is included.

**Building:** Beaver Island Boat Company

## Items listed for Recall or Replacement/Upgrade

Device Type	Manufacturer	Model Number	Date	Qty
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No recalled items found during this inspection.

## Discrepancies

ScanID	Location	Problem	Reference
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### BASEMENT WET PIPE, BUILDING-SYSTEM 1

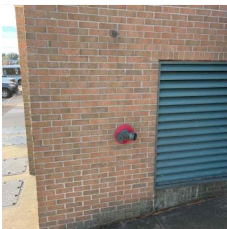
#### Check Valve

80562938	basement boiler room	Needs 5 Yr. Service	NFPA25 13.4.2.1
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#### Electric Bell

80562939	basement boiler room	Missing Parts	NFPA25 4.1.5.1
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#### Gauge

80562931	basement boiler room	Needs 5 Yr. Service	NFPA25 13.2.4.2
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ScanID	Location	Problem	Reference
<b>BASEMENT WET PIPE, BUILDING-SYSTEM 1</b> (continued)			

**Gauge** (continued)



**Inspector's Test**

80562935	basement boiler room	Failed Flow Test	NFPA25 4.1.5.1
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**Waterflow Switch**

80562930	basement boiler room	Failed Flow Test	NFPA25 13.2.3.1.3; 13.2.3.2.3
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**BASEMENT WET PIPE, BUILDING-SYSTEM 2**

**Gauge**

80562932	basement boiler room	Needs 5 Yr. Service	NFPA25 13.2.4.2
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**Inspector's Test**

80562934	basement boiler room	Failed Flow Test	NFPA25 4.1.5.1
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**Waterflow Switch**

80562929	basement boiler room	Failed Flow Test	NFPA25 13.2.3.1.3; 13.2.3.2.3
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ScanID	Location	Problem	Reference
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**BASEMENT WET PIPE, BUILDING-SYSTEM 2** (continued)

**Waterflow Switch** (continued)



**Code References**

<b>NFPA25 13.2.3.1.3; 13.2.3.2.3</b>	Activation of the waterflow alarm device shall result in an audible alarm within 5 minutes of such flow beginning and continuing until such flow stops. Activation of the waterflow alarm device shall occur within 90 seconds of waterflow at the alarm-initiating device when flow equal to that from a single sprinkler of the smallest orifice size installed in the system occurs.
<b>NFPA25 13.2.4.2</b>	Gauges shall be replaced every 5 years or tested every 5 years by comparison with a calibrated gauge.
<b>NFPA25 13.4.2.1</b>	Valves shall be inspected internally every 5 years to verify that all components operate correctly, move freely, and are in good condition.
<b>NFPA25 4.1.5.1</b>	The property owner or designated representative shall correct or repair deficiencies or impairments.

# PROPOSED SOLUTIONS REPORT

Generated by: BuildingReports.com

The Proposed Solution Report provides a solution for each discrepancy listed on the Discrepancy Report. Provide a check mark where indicated to approve repairs listed within the report. Items listed as T/M are available for repair on a Time and Materials basis.

**Building:** Beaver Island Boat Company

ScanID	Location	Solution	Model #	Cost	Fix
<b>BASEMENT WET PIPE, BUILDING-SYSTEM 1</b>					
<b>Check Valve</b>					
80562938	basement boiler room	5 Year Service	CV-1	T/M	<input type="checkbox"/>
<b>Electric Bell</b>					
80562939	basement boiler room	Install New Bell		T/M	<input type="checkbox"/>
<b>Gauge</b>					
80562931	basement boiler room	5 Year Service		T/M	<input type="checkbox"/>
<b>Inspector's Test</b>					
80562935	basement boiler room	Alarm Is Powered Down		T/M	<input type="checkbox"/>
<b>Waterflow Switch</b>					
80562930	basement boiler room	Alarm Is Powered Down	VSR	T/M	<input type="checkbox"/>
<b>BASEMENT WET PIPE, BUILDING-SYSTEM 2</b>					
<b>Gauge</b>					
80562932	basement boiler room	5 Year Service		T/M	<input type="checkbox"/>
<b>Inspector's Test</b>					
80562934	basement boiler room	Alarm Is Powered Down		T/M	<input type="checkbox"/>
<b>Waterflow Switch</b>					
80562929	basement boiler room	Alarm Is Powered Down	VSR	T/M	<input type="checkbox"/>
		<b>Customer WO/PO #:</b> (none)	<b>Internal WO/PO #:</b> (none)	<b>Total:</b> T/M	

# NOTES & RECOMMENDATIONS

Generated by: [BuildingReports.com](https://BuildingReports.com)

The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by Category.

## General Note

Deficiencies found during the annual fire sprinkler inspection

Gauges are outdated and need replaced.

5 year internal inspection is due on check valve and piping

Flow test failed on both systems due to the alarm panel being powered down.  
The alarm panel is bad and needs replaced

Outside bell is missing and a new one needs to be installed (wiring to be done by others)

Cooler in the restaurant needs a sprinkler head installed.

2 concealed pendant heads need to be replaced due to the covers missing.

# INSPECTION & TESTING

Generated by: BuildingReports.com

The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other . Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.

## Building: Beaver Island Boat Company

Device Type	Location	Service	Time	Date
<b>PASSED</b>				
<b>basement Wet Pipe, Building-system 1</b>				
Control Valve	basement boiler room	Annual	8:40:47 AM	11/18/2025
Control Valve	basement boiler room	Annual	8:42:31 AM	11/18/2025
Drain	basement boiler room	Annual	8:50:02 AM	11/18/2025
Fire Dep't Connection	basement boiler room	Annual	8:50:40 AM	11/18/2025
Sprinkler Box	basement boiler room	Annual	8:55:43 AM	11/18/2025
Sprinkler Box Spares	basement boiler room	Annual	8:56:22 AM	11/18/2025
Sprinkler Box Spares	basement boiler room	Annual	8:57:28 AM	11/18/2025
Sprinkler Box Spares	basement boiler room	Annual	8:58:40 AM	11/18/2025
Sprinkler Box Spares	basement boiler room	Annual	9:00:41 AM	11/18/2025
Sprinkler Box Spares	basement boiler room	Annual	9:01:50 AM	11/18/2025
Wrenches	basement boiler room	Annual	8:56:00 AM	11/18/2025
<b>basement Wet Pipe, Building-system 2</b>				
Control Valve	basement boiler room	Annual	8:42:58 AM	11/18/2025
Drain	basement boiler room	Annual	8:48:11 AM	11/18/2025
<b>FAILED/OTHER</b>				
<b>basement Wet Pipe, Building-system 1</b>				
Check Valve	basement boiler room	Annual	8:51:57 AM	11/18/2025



Device Type	Location	Service	Time	Date
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**FAILED/OTHER** (continued)

**basement Wet Pipe, Building-system 1** (continued)

Electric Bell	basement boiler room	Tested	8:54:07 AM	11/18/2025
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Gauge	basement boiler room	Annual	8:47:04 AM	11/18/2025
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Inspector's Test	basement boiler room	Annual	8:49:35 AM	11/18/2025
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Waterflow Switch	basement boiler room	Annual	8:46:04 AM	11/18/2025
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**basement Wet Pipe, Building-system 2**

Gauge	basement boiler room	Annual	8:47:35 AM	11/18/2025
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Inspector's Test	basement boiler room	Annual	8:49:04 AM	11/18/2025
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Waterflow Switch	basement boiler room	Annual	8:45:33 AM	11/18/2025
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Device Type	Location	Service	Time	Date
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**FAILED/OTHER** (continued)

**basement Wet Pipe, Building-system 2** (continued)



**UNTESTED**

**basement Wet Pipe, Building-system 2**

Backflow Prevention	basement boiler room			
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# WET PIPE FIRE SPRINKLER SYSTEMS

Generated by: BuildingReports.com

This section lists out all the devices and components that have been associated with a Wet Pipe System and provides details as to type of component, pressure readings, response time, etc. If a component has an OK checkbox that is checked, then that component was tested and passed; however, if the OK checkbox is unchecked, refer to the Inspection & Testing section for test status.

**Building:** Beaver Island Boat Company

**basement, Building-system 1**

## ALARMS

### Waterflow Switch

Type	Manufacturer	Model #	Sec	Size	Zone/Address	OK	ScanID
Vane	Potter Electric	VSR		4	1	<input type="checkbox"/>	80562930

## COMPONENTS

### Control Valve

Type	Location	Manufacturer	Model #	OK	ScanID
OS&Y	basement boiler room	Kennedy		<input checked="" type="checkbox"/>	80562925
Position	Size	Status	Description		
Open	4"	Locked	Main Control		

### Control Valve

Type	Location	Manufacturer	Model #	OK	ScanID
OS&Y	basement boiler room	Victaulic	705	<input checked="" type="checkbox"/>	80562926
Position	Size	Status	Description		
Open	4"	Locked	Main Control		

### Inspector's Test

Location	Manufacturer	Model #	OK	ScanID
basement boiler room	Central		<input type="checkbox"/>	80562935
Pressure psi	Valve Trip Time sec	Water Flow Time sec	Size	Orifice Size
70			0.5"	

## COMPONENTS (continued)

### Check Valve

Type	Location	Manufacturer	Model #	Internal Date	Size	OK	ScanID
Grooved	basement boiler room	Globe	CV-1	11/18/2025	4"	<input type="checkbox"/>	80562938

## DEVICES

### Gauge

Type	Manufacturer	Model #	Size	Fill Type	OK	ScanID
System Pressure	Central		1/4	Air/Water	<input type="checkbox"/>	80562931
Location		Service Date	Static psi	Min. Range	Max. Range	
basement boiler room		11/18/2025	75	0	300	

### Drain

Type	Location	Size	Supply psi	Restored psi	Residual psi	Sec	OK	ScanID
Main	basement boiler room	2"	90	75	70		<input checked="" type="checkbox"/>	80562936

### Fire Dep't Connection

Location	Type	Size	Qty	BallDrip	Rotating Swivels	5-Year Hydro	OK	ScanID
basement boiler room	Siamese	4"	1	Yes	Yes	11/18/2025	<input checked="" type="checkbox"/>	80562937

### Electric Bell

Location	Manufacturer	Model #	Size	OK	ScanID
basement boiler room				<input type="checkbox"/>	80562939

### Sprinkler Box

Qty	Tool Available?	SIN List?	Size	Manufacturer	Location	OK	ScanID
1			6 unit	Argco	basement boiler room	<input checked="" type="checkbox"/>	80562940

### Wrenches

Qty	Type	Manufacturer	Location	OK	ScanID
1	Sprinkler	Argco	basement boiler room	<input checked="" type="checkbox"/>	80562941

### Sprinkler Box Spares

Qty	Type	Location	Manufacturer	OK	ScanID
1	Pendant	basement boiler room	Globe	<input checked="" type="checkbox"/>	80562942
Temperature		KFactor	Size	Response Time	Finish

**DEVICES** (continued)

**Sprinkler Box Spares** (continued)

Temperature (continued)	KFactor	Size	Response Time	Finish
155		.5	Standard Response	Chrome

**Sprinkler Box Spares** (continued)

Qty	Type	Location	Manufacturer	OK	ScanID
3	Concealed Pendant	basement boiler room	Globe	<input checked="" type="checkbox"/>	80562943

Temperature	KFactor	Size	Response Time	Finish
155		.5	Standard Response	White

**Sprinkler Box Spares** (continued)

Qty	Type	Location	Manufacturer	OK	ScanID
1	Upright	basement boiler room	Victaulic	<input checked="" type="checkbox"/>	80562944

Temperature	KFactor	Size	Response Time	Finish
155		.5	Standard Response	Brass

**Sprinkler Box Spares** (continued)

Qty	Type	Location	Manufacturer	OK	ScanID
1	Concealed Pendant	basement boiler room	Viking	<input checked="" type="checkbox"/>	80562945

Temperature	KFactor	Size	Response Time	Finish
155		.5	Standard Response	White

**Sprinkler Box Spares** (continued)

Qty	Type	Location	Manufacturer	OK	ScanID
3	Upright	basement boiler room	Tyco	<input checked="" type="checkbox"/>	80562946

Temperature	KFactor	Size	Response Time	Finish
155		.5	Standard Response	Brass

**Building:** Beaver Island Boat Company

**basement, Building-system 2**

**ALARMS**

**Waterflow Switch**

**ALARMS** (continued)

**Waterflow Switch** (continued)

Type	Manufacturer	Model #	Sec	Size	Zone/Address	OK	ScanID
Vane	Potter Electric	VSR		4	1	<input type="checkbox"/>	80562929

**COMPONENTS**

**Control Valve**

Type	Location	Manufacturer	Model #	OK	ScanID
OS&Y	basement boiler room	Victaulic	705	<input checked="" type="checkbox"/>	80562927
Position	Size	Status	Description		
Open	4"	Locked	Main Control		

**Backflow Prevention**

Manufacturer	Model #	Size	Type	Service Type	Install Date	OK	ScanID
Ames	4000ss	4"	Reduced Pressure		11/18/1995	<input type="checkbox"/>	80562928
Water Purveyor	Location	5-Year	Meter Acct. #	Serial #			
	basement boiler room	11/18/2025		131134			

**Initial Test**

Check Valve 1	Check Valve 2	Relief Valve	Pressure Vacuum Breaker	Held At (psid)

**Repairs or Notes**

**Final Test**

Check Valve 1	Check Valve 2	Relief Valve	Pressure Vacuum Breaker	Held At (psid)
Condition of Control Valve 1	Condition of Control Valve 2			

**Inspector's Test**

Location	Manufacturer	Model #	OK	ScanID
basement boiler room	Central		<input type="checkbox"/>	80562934
Pressure psi	Valve Trip Time sec	Water Flow Time sec	Size	Orifice Size
70			0.5"	

**DEVICES**

<b>Gauge</b>								
Type	Manufacturer	Model #	Size	Fill Type	OK	ScanID		
System Pressure	Central		1/4	Air/Water	<input type="checkbox"/>	80562932		
Location		Service Date	Static psi	Min. Range	Max. Range			
basement boiler room		11/18/2025	75	0	300			
<b>Drain</b>								
Type	Location	Size	Supply psi	Restored psi	Residual psi	Sec	OK	ScanID
Combination	basement boiler room	2"	90	75	70		<input checked="" type="checkbox"/>	80562933

# INVENTORY & WARRANTY REPORT

Generated by: [BuildingReports.com](https://BuildingReports.com)

The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.

**Building:** Beaver Island Boat Company

Device or Type	Category	% of Inventory	Quantity
Backflow Prevention	Valve	4.55%	1
Check Valve	Valve	4.55%	1
Control Valve	Valve	13.64%	3
Drain	Device	9.09%	2
Electric Bell	Device	4.55%	1
Fire Dep't Connection	Hose	4.55%	1
Gauge	Device	9.09%	2
Inspector's Test	Valve	9.09%	2
Sprinkler Box	Sprinkler	4.55%	1
Sprinkler Box Spares	Sprinkler	22.73%	5
Waterflow Switch	Alarm	9.09%	2
Wrenches	Sprinkler	4.55%	1

Device Type	Qty	Model #	Description	Install Date
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## IN SERVICE - 25 YEARS OR OLDER

### basement Wet Pipe, Building-system 1

Electric Bell	1			11/18/1995
Sprinkler Box	1			11/18/1995
Wrenches	1		Sprinkler	11/18/1995
Drain	1		Main	11/18/1995
Gauge	1		System Pressure	11/18/1995

Device Type	Qty	Model #	Description	Install Date
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**IN SERVICE - 25 YEARS OR OLDER** (continued)

**basement Wet Pipe, Building-system 1** (continued)

Inspector's Test	1			11/18/1995
Fire Dep't Connection	1		Siamese	11/18/1995
Check Valve	1	CV-1	Grooved	11/18/1995
Sprinkler Box Spares	1	in	Concealed Pendant	11/18/1995
Sprinkler Box Spares	1	in	Pendant	11/18/1995
Control Valve	1		OS&Y	11/18/1995
Waterflow Switch	1	VSR	Vane	11/18/1995
Sprinkler Box Spares	1	TY315	Upright	11/18/1995
Control Valve	1	705	OS&Y	11/18/1995
Sprinkler Box Spares	1	V2703	Upright	11/18/1995
Sprinkler Box Spares	1	VK468	Concealed Pendant	11/18/1995

**basement Wet Pipe, Building-system 2**

Backflow Prevention	1	4000ss	Reduced Pressure	11/18/1995
Drain	1		Combination	11/18/1995
Gauge	1		System Pressure	11/18/1995
Inspector's Test	1			11/18/1995
Waterflow Switch	1	VSR	Vane	11/18/1995
Control Valve	1	705	OS&Y	11/18/1995



## Proposal

Summit Fire Protection (“Summit”) makes the following proposal (the “Proposal”):

Date of Proposal: September 12, 2025

Proposal Submitted To: Charlevoix City of  
Beaver Island Boat Company  
103 Bridge Park Dr  
Charlevoix, MI 49720

Attention: Steve Nowak

Regarding: 0447265

### **SCOPE OF WORK**

Summit is pleased to provide this proposal for the installation of a fire alarm system at the above location. The existing system will be removed. Summit will provide and install an updated fire alarm system and attach to (2) flow switches and tamper switches.

### **PROPOSED EQUIPMENT LIST**

- (1) Kidde 10 zone fire alarm control panel with battery back-up
- (1) Communicator
- (1) Remote annunciator
- (14) Smoke detectors
- (2) Heat detectors
- (16) stand detector bases
- (5) Pull stations
- (15) Horn strobes and/or strobes
- (1) Commercial dual path cell dialer
- (1-lot) Installation labor and materials
- (1-lot) Design drawings, submittals, plan review, permit, programming of the system and final acceptance testing

### **Summit’s IS responsible for the following:**

- For the final termination at the control panel(s), system programming, system check out, training and system manual.

- Performing the scope of work during normal working hours, Monday through Friday, 8:00 AM to 4:45 PM. Any work required to be performed at other than normal working hours will be invoiced accordingly.
- Permits or approval of the system are included in the proposal.
- Submittal of any drawings or correspondence to any State, Insurer or Authority Having Jurisdiction.
- Any approvals, fees or permits required for installation or approval of the system are included in the proposal.
- Adherence to all ADA and life safety standards as they apply to the scope of this project.
- Installation and termination of devices.
- Wiring which will be FPL or FPLP rated jacketed cable installed by non-union labor.

#### **Summit's IS NOT responsible for the following:**

- All 120 VAC power required by our system is to be supplied by others. Power is to be dedicated to our equipment unless specified otherwise.
- Any trenching, backfilling, sealing, fire stopping, cutting, painting or patching required to complete the scope of work.
- Any Fire Watch that this project may require.
- Supply of a man lift, if required. A man lift is not included in this proposal.
- The supply of bid or performance bonds. These are available at an additional cost upon request.
- Any additional devices required by the Authority Having Jurisdiction.
- Any equipment or power shutdowns that the owner or Authority Having Jurisdiction requires.
- Removal of asbestos. This proposal contains no allowances for working in environments containing asbestos of any type, either encapsulated or friable. Should asbestos be present, the contract would have to be amended to include extra charges associated with the biohazard disposal and extra time required to work in this type of environment.

#### **General Clarifications**

- The customer is to provide Summit's CAD drawings (or a copy of available drawings) of the plans applicable to the scope of work in order for Summit's to complete the engineered drawings. If the CAD drawings are not available, an extra charge will be incurred.
- Off-site monitoring is not included and billed separately to above costs. Proposal for off-site monitoring can be provided, if applicable.
- Customer to provide the necessary wall space for mounting of control panels and power supplies.
- We have designed this system to the best of our ability and our interpretation of applicable codes. However, if the AHJ requires any additional devices, these will be a change order and extra cost.
- All new equipment is warranted for one year with labor included for one year. Any existing equipment used in this proposal is assumed to be in good working condition and does not carry any warranty for malfunction. Warranty service will be provided from 8:00A.M. until 4:45P.M. Monday through Friday excluding holidays. Service can also be provided outside these hours at standard overtime rates. Damage caused by natural disasters or Acts of Nature such as lightning and floods are not covered.
- This proposal assumes full and unfettered access will be given to all necessary areas of the building for Summit's to perform the scope of work as outlined in this proposal. Any restrictions encountered may cause lost time and inhibit productivity. Excessive lost time may result in additional charges

**Traverse City:** 1798 Northern Star Drive | Traverse City, MI 49696 | Tel: 231.947.6035 | Fax: 231.947.6153  
**Corporate:** 575 Minnehaha Avenue W. | Saint Paul, MN 55103 | Tel: 651.251.1880 | Fax: 651.251.1879

[www.summitfire.com](http://www.summitfire.com)

- Prior to start of work, Summit's shall be informed in writing by owner of any hazardous material issues that may be encountered on-site.
- The data contained in this proposal has been submitted in confidence. Customer will not disclose or permit disclosure of any information in this document without the prior written consent of Summit's or use or permit the use of such information or data to compete with Summit's in any manner.
- Our payment terms are net 30 days and additional terms are listed below
- This proposal may be withdrawn by Summit's if not accepted within 30 days of the above date.

**Contract Price:** Summit shall perform the above described work at the following price: **\$ 18,491.00**  
Sales tax is included

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner within 60 days. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner, due to the volatility in the steel market. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

SUMMIT FIRE:

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**Scott Klco**

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Fire Life Safety Sale Representative  
Summit Fire  
Phone: 231.218.0612

**OWNER ACCEPTANCE OF PROPOSAL**

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By:

---

Signature

---

Print Name

---

Date

---

P.O.#

Reference # 2124-2-228

**Traverse City:** 1798 Northern Star Drive | Traverse City, MI 49696 | Tel: 231.947.6035 | Fax: 231.947.6153  
**Corporate:** 575 Minnehaha Avenue W. | Saint Paul, MN 55103 | Tel: 651.251.1880 | Fax: 651.251.1879

[www.summitfire.com](http://www.summitfire.com)

## SUMMIT FIRE PROTECTION CO. PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Fire Protection Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit Fire Protection," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

- 1. Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
- 2. Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire Protection and Owner by a written change order signed by Summit Fire Protection and Owner. Summit Fire Protection reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire Protection will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit Fire Protection shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
- 3. Limited Warranty.** All materials and labor supplied by Summit Fire Protection will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire Protection will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit Fire Protection provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit Fire Protection shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire Protection in connection with Summit Fire Protection's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit Fire Protection based on Summit Fire Protection's standard fees and charges at the time. No other express or implied warranties are made by Summit Fire Protection. Summit Fire Protection's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire Protection, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
- 4. Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire Protection and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
- 5. Unavoidable Delays.** To the extent any time period for performance by Summit Fire Protection applies, Summit Fire Protection shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire Protection.
- 6. Access.** Owner shall allow Summit Fire Protection to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire Protection personnel.
- 7. Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire Protection until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire Protection shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire Protection other rights and remedies.
- 8. Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire Protection under this Contract, Owner agrees that the maximum liability of Summit Fire Protection shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit Fire Protection with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit Fire Protection harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire Protection.
- 9. Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit Fire Protection as and when required, Summit Fire Protection shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire Protection may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire Protection for reasonable legal fees and costs incurred by Summit Fire Protection in the enforcement of this Contract.
- 10. Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire Protection, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire Protection agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire Protection are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire Protection agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire Protection agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit Fire Protection expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
- 11. Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.



11/18/2025

Beaver Island Boat Co.  
103 Bridge Park Dr.  
Charlevoix Mi. 49720

ATTN: Pat

Re: **Quote # 2125-3E-079**                      **Deficiency Repairs**

Summit Fire Protection is pleased to submit a quote for the following sprinkler deficiency repairs:

- Replace outdated gauges
- Perform 5 year internal inspection on check valve and piping.
- Install new outside bell (wiring done by others)
- Install sprinkler head inside cooler in restaurant.
- replace 2 concealed sprinkler heads that are missing covers.

The proposed base quote to include:

- Required Material and Labor
- Required Tools and truck charge
- All work to be performed 7:00am to 6:00pm Monday through Friday

Exclusions:

- Permits, submittals or drawings
- Any work or repairs to existing fire sprinkler system outside of scope outlined above
- Any night shift, Saturday, Sunday, or Holiday hours
- Any architectural work, repair, cut, patch, paint of any wall, floors, ceilings, or roofs
- Electrical or Fire alarm work/wiring

Proposal Price.....\$3036.00

Due to the instability and fluctuation in material pricing, this quote is valid for 2 weeks

If acceptable, please sign and return so that we can order material and get you on schedule. Thank you!!

SUMMIT FIRE PROTECTION:

\_\_\_\_\_  
Eric Czjaka

Summit Fire Protection  
Phone: (231) 463-3440

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal. Upon acceptance by Owner, this Proposal will be a binding contract between Summit and Owner.

OWNER:

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
P.O.#

## SUMMIT FIRE PROTECTION CO. PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Fire Protection Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit Fire Protection," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

- 1. Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
- 2. Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire Protection and Owner by a written change order signed by Summit Fire Protection and Owner. Summit Fire Protection reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire Protection will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit Fire Protection shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
- 3. Limited Warranty.** All materials and labor supplied by Summit Fire Protection will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire Protection will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit Fire Protection provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit Fire Protection shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire Protection in connection with Summit Fire Protection's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit Fire Protection based on Summit Fire Protection's standard fees and charges at the time. No other express or implied warranties are made by Summit Fire Protection. Summit Fire Protection's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire Protection, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
- 4. Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire Protection and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
- 5. Unavoidable Delays.** To the extent any time period for performance by Summit Fire Protection applies, Summit Fire Protection shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire Protection.
- 6. Access.** Owner shall allow Summit Fire Protection to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire Protection personnel.
- 7. Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire Protection until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire Protection shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire Protection other rights and remedies.
- 8. Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire Protection under this Contract, Owner agrees that the maximum liability of Summit Fire Protection shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit Fire Protection with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit Fire Protection harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire Protection.
- 9. Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit Fire Protection as and when required, Summit Fire Protection shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire Protection may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire Protection for reasonable legal fees and costs incurred by Summit Fire Protection in the enforcement of this Contract.
- 10. Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire Protection, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire Protection agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire Protection are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire Protection agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire Protection agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit Fire Protection expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
- 11. Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

**Traverse City:** 1798 Northern Star Drive | Traverse City, MI 49696 | Tel: 231.947.6035 | Fax: 231.947.6153  
**Corporate:** 575 Minnehaha Avenue W. | Saint Paul, MN 55103 | Tel: 651.251.1880 | Fax: 651.251.1879

[www.summitfire.com](http://www.summitfire.com)



# Charlevoix Downtown Development Authority

## New Business

**Title:** Rent Request- J. Bird Provisions

**Date:** November 24, 2025

**Presented By:**

**Background:**

J.Bird Provisions has requested the board consider an arrangement for seasonally adjusted rent in 2026, as was executed in 2025. Lease payments would be 50% of monthly rent during January, February and March. Lease payments would be 150% of monthly rent in the months of June, July and August.

**Recommendation:**

Motion to approve the attached Letter of Understanding and authorize the Board Chair to sign.

**Attachments:**

1. J Bird Provisions Winter Rent Agreement- 2026

**Charlevoix Downtown Development Authority**  
**Letter of Understanding**  
**Seasonal Rent Payment Arrangement – Winter 2026**

This Letter of Understanding is entered into by and between the **Charlevoix Downtown Development Authority (DDA)** and **Jess Nagel**, owner of **J.bird Provisions**, located at 109 Bridge Park Drive, Charlevoix, Michigan.

**1. Purpose**

To formalize a seasonal rent payment arrangement for the winter months of 2026, consistent with the structure approved and implemented in 2025.

**2. Terms of Agreement**

- **Winter Rent Reduction**

J. Bird Provisions shall be permitted to defer 50% of the monthly rent for the months of **January, February, and March 2026**.

- **Summer Reconciliation**

The deferred 50% balance from each winter month will be evenly distributed and added to the monthly rent due in **June, July, and August 2026**.

- **Rent Adjustments**

Any changes to the base rent as stipulated in the lease agreement for 2026 will be reflected in the adjusted monthly amounts.

- **Payment Schedule**

January 2026 - \$384.58

February 2026 - \$384.58

March 2026 - \$384.58

April 2026 - \$769.15

May 2026 - \$769.15

June 2026 - \$1,176.79 (per lease rent increases to \$792.22/month June 1, 2026)

July 2026 \$1,176.79

August 2026 \$1,176.79

September 2026 \$792.22

October 2026 \$792.22

November 2026 \$792.22

December 2026 \$792.22

- **Annual Review**

This arrangement is subject to annual review and approval by the Charlevoix DDA Board. Approval for 2026 does not guarantee continuation in future years.

### 3. Authorization

This agreement shall become effective upon approval by the Charlevoix DDA Board and signature by both parties.

**Signed:**

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Jess Nagel  
Owner, J.bird Provisions  
Date: November 24, 2025

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Maureen B. Owens, Chair  
Charlevoix DDA Board  
Date: November 24, 2025