



Agenda
City of Charlevoix City Council Regular Meeting
Monday, June 15, 2026 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
 - A. Arbor Day Poster Contest Winner
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - June 1, 2026
 - B. Accounts Payable and Payroll Check Registers
 - C. Fire Services Agreement with Charlevoix Township
 - D. Power Purchase Commitment Authorization
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Ferry Avenue Water Main Upgrade and Extension
 - B. Rules for Temporary and Occasional Tours
Mark Heydlauff, City Manager
 - C. Charter Amendment Referendum on Council Terms
Mark Heydlauff, City Manager
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments
- 9. Other Council Business**
- 10. Adjourn**

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

reasonable accommodations requests.

Charlevoix City Council

Presentations

Title: Arbor Day Poster Contest Winner

Date: June 15, 2026

Presented By:

Background:

As part of being part of Tree City USA, each year we hold a contest asking the third grade classes in Charlevoix schools to create posters with a tree-themed subject to help kids become familiar with the importance of trees in celebration of Arbor Day. This year, the contest's winner was Grace Cuca, from St Mary's School. We would like to thank Grace and all her classmates for participating in the contest. Congratulations, Grace!

Recommendation:

Attachments:

None

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - June 1, 2026

Date: June 15, 2026

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. 2026.06.01 CC DRAFT

City of Charlevoix
City Council Regular Meeting Minutes
Monday, June 1, 2026 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

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

2. Roll Call

Mayor: Lyle Gennett

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

Members Absent: None

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

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

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

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

Nays: None

Motion carried.

A. City Council Meeting Minutes - May 18, 2026

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
05/20/2026	Special Accounts Payable Run	\$18,599.67
05/22/2026	Payroll (regular payroll net pay)	\$136,273.70
05/22/2026	Payroll Remittance Checks	\$6,612.11
06/02/2026	Regular Accounts Payable	\$187,241.73
05/18/2026-05/26/2026	ACH/WIRE Payments	\$467,640.48
Grand Total		\$816,367.69

The detailed accounts payable and payroll check registers can be viewed on the City's

[website.](#)

C. 2026 Venetian Festival Approvals

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

Motion to approve the Mass Gathering Permit as presented.

Motion to authorize the City Clerk to issue the fireworks permit for the 2026 Venetian Festival displays and authorize the City Manager to sign the Hold Harmless Agreement with Colonial Fireworks Special Effects, LLC pending approval by required parties.

D. Recreational Authority Board Resignation—Shirley Gibson

Motion to accept Shirley Gibson's resignation from the Recreational Authority Board effective June 1, 2026.

E. 2026 Recreation Master Plan Survey Questions

Motion to approve the publication of Recreation Master Plan survey questions as presented.

6. Public Hearings and Actions Requiring Public Hearings

A. Action: Ordinances 871 and 872 for Payment in Lieu of Tax Ordinances- Lighthouse Gardens and Charlevoix Apartments

Mark Heydlauff, City Manager

City Manager Heydlauff presented information on Ordinances 871 and 872 for Payment in Lieu of Tax Ordinances—Lighthouse Gardens and Charlevoix Apartments.

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

Motion by Kalbfell, seconded by Spring to adopt Ordinance 871: City of Charlevoix Tax Exemption Ordinance: Lighthouse Gardens.

ORDINANCE NO. 871 of 2026

AN ORDINANCE TO PROVIDE A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED WITH A FEDERALLY AIDED MORTGAGE LOAN PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (PUBLIC ACT 346 OF 1966, AS AMENDED; MCL §125.1401 ET SEQ.; THE "ACT").

THE CITY OF CHARLEVOIX ORDAINS:

Section 1. Title.

This Ordinance shall be known and cited as the "City of Charlevoix Tax Exemption Ordinance – Lighthouse Gardens"

Section 2. Findings & Purpose.

The City Council of the City of Charlevoix ("City") hereby finds, determines, and acknowledges that it is a proper public purpose of the State of Michigan and its political subdivisions (including the City) to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge for public services in lieu of property taxes (a "payment in lieu of taxes" or "PILOT") in accordance with the Act. It is further determined and acknowledged that housing for persons of low income is a public necessity, and as the City will be benefitted and improved by such housing, the encouragement of same by providing certain real estate tax exemption(s) for such housing is a valid public purpose. It is further determined and acknowledged that the continuation of the provisions of this Ordinance for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing development project that is to be developed and financed in reliance upon such tax exemption and service charge.

The City acknowledges that LG Charlevoix Limited Dividend Housing Association, LLC (the "Sponsor") has formed a limited dividend housing association limited liability company, and has offered, subject to receipt of an allocation under the Low Income Housing Tax Credit (LIHTC) Program (as defined in this Agreement) to own and operate the housing development project identified as "Lighthouse Gardens" on certain property located at 1001 May St within the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all ad valorem property taxes.

Section 3. Definitions.

1. "Act" means Michigan's State Housing Development Authority Act (Michigan Public Act 346 of 1966, as amended; codified at MCL §125.1401 et seq.);
2. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all low-income occupants of a Housing Development representing rent or occupancy charges, exclusive of charges for Utilities, as defined in this Agreement.
3. "Authority" (or "MSHDA") means the Michigan State Housing Development Authority, as referred to in Section 21 of the Act (MCL §125.1421).
4. "City" means the City of Charlevoix, a Michigan municipal corporation.
5. "Housing Development" at the Housing Development Location, means and refers to a building to include qualified low-income residential apartment units, including fifty-four (54) units reserved for Low Income Persons, and such commercial, recreational, industrial, communal, and educational facilities as the Authority determines will improve the quality of the Housing Development Project as it relates to housing for persons of low income.
6. "Housing Development Location" means the following parcels of real estate within the City:
 - a. Parcel 1: Beginning 660 feet East and 660 feet South of the Northwest corner of Section 35, Township 34 North, Range 8 West, City of Charlevoix, Charlevoix County, Michigan; thence East 165 feet; thence North 176 feet; thence West 165 feet; thence

South 176 feet to the point of beginning.

b. Parcel 2: Commencing at the Northwest corner of Section 35, Township 3 4 North, Range 8 West, City of Charlevoix, Charlevoix County, Michigan; thence East along the North line of said Section, 1117 feet; thence South 183 feet to point of beginning; thence West 105 feet; thence South 147 feet; thence West 187 feet to a point being 825 feet (50 rods) East of the West line of said Section; thence South 330 feet (20 rods); thence East 495 feet to the West 1/8 line of said Section; thence North along said 1/8 line, 264 feet; thence West parallel with said North Section line, 183 feet; thence North parallel with said West 1/8 line, 126 feet; thence West 20 feet; thence North, 87 feet to the point of beginning, being a part of the Northwest 1/4 of the Northwest 1/4 of said Section 35.

7. "Housing Development Project" means the Housing Development after completion of construction and issuance of certificates of occupancy for all units.

8. "Federally funded" means the Housing Development must be participating in the Low Income Housing Tax Credit (LIHTC) program, which restricts residency to persons of low income through a regulatory agreement between the Housing Development and the Authority.

9. "Persons of low income" (or "Low Income Persons and/or Families") means persons and families whose household incomes qualify for and meet those income limitations set by the federal government through the Department of Housing and Urban Development ("HUD").

10. "Utilities" means charges for fuel, water, heat, sanitary sewer service and/or electrical service furnished to the occupants which are paid by the Housing Development Project as defined in the Act.

All terms referenced in the Act but not defined in this Ordinance shall have the meanings given to them in the Act.

Section 4. Class of Housing Development.

It is determined that the class of Housing Developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be Housing Developments which are financed or assisted pursuant to the Act. It is further determined that Lighthouse Gardens (the Housing Development Project) is of this class.

Section 5. Establishment of Annual Service Charge in lieu of property taxes.

1. Subject to the provisions of this Ordinance, the Housing Development Project known and identified as Lighthouse Gardens and the real property on which it is situated shall be exempt from all ad valorem property taxes from and after the commencement of construction for the period set forth in Section 9 below. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the Housing Development Project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the Housing Development Project for the exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct, own, and operate the Housing Development Project, the City agrees to accept

payment of an annual service charge for public services in lieu of all ad valorem property taxes.

2. The annual service charge shall be equal to four (4%) percent of the difference between the Annual Shelter Rents actually collected and Utilities.

Section 6. Limitation on the Payment of the Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development Project that is tax exempt and occupied by other than Low Income Persons shall be equal to the full amount of the taxes that would otherwise be due and payable on that portion of the Housing Development Project if the project were not tax exempt.

Section 7. Payment of Service Charge.

The Annual Service Charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year, except that the annual payment shall be paid on or before July 1 of the year following the year upon which such charge is calculated. Collection procedures shall be in accordance with the provisions of Michigan's General Property Tax Act (Public Act 206 of 1893, as amended; codified at MCL §211.1 et seq).

Section 8. Contractual effect of Ordinance.

Notwithstanding the provisions of Section 15a(5) of the Act (MCL §125.1415a(5)) to the contrary, a contract between the City and the Sponsor with the Authority as a third-party beneficiary under said contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by the enactment of this Ordinance.

Section 9. Duration; Commencement of Construction.

This Ordinance shall remain in effect and shall not terminate for fifteen (15) years, commencing with and including tax year 2026, provided that the Sponsor complies with the requirements of the Act and this Ordinance, and further provided that the Housing Development continues to be rented to Low Income Persons at rents determined under the low income housing tax credit program, as the same maybe further amended or superseded, or the authority or HUD has an interest in the property; but in no event beyond December 31, 2041. The failure to rent or list for rental the housing development to Low Income Persons during the duration of the project constitutes a material deficiency as set forth below.

During the term of this Ordinance, Sponsor shall make capital investments into the Housing Development in an amount equal to or greater than the cumulative difference between, (a) the ad valorem property taxes that would otherwise have been payable absent this Ordinance; and (b) the annual service charges actually paid under this Ordinance. Capital investments will be reported with receipts and submitted with payment of the annual service charge.

Such compliance shall be measured cumulatively over rolling three (3) year periods beginning

January 1, 2026.

Qualifying capital investments shall include, without limitation (a) building renovations, (b) structural repairs, (c) mechanical, electrical, plumbing, HVAC, and life-safety improvements, (d) site improvements, (e) accessibility improvements, (f) rental unit improvements, (g) infrastructure improvements; and (h) other improvements reasonably related to the operation, preservation, rehabilitation, or enhancement of the Housing Development. The City may employ a contractor or consultant to review and verify the capital investments, and Sponsor shall reimburse the City for the costs of any verification by any third party contractor or consultant.

The City may not terminate this Ordinance or revoke the PILOT unless: (a) the City provides written notice specifying the alleged deficiency in reasonable detail; (b) Sponsor is provided not less than one hundred eighty (180) days to cure such deficiency; (c) Sponsor is provided an opportunity to appear before the City Council prior to any vote regarding termination; and (d) the alleged deficiency constitutes a material and uncured default under this Ordinance.

If the alleged deficiency is not reasonably capable of cure within the cure period, Sponsor shall not be deemed in default so long as Sponsor commences corrective action within the cure period and diligently pursues completion.

Any dispute regarding qualifying capital investments or calculation of tax savings shall first be submitted to non-binding mediation or review by an independent certified public accountant mutually acceptable to the parties prior to termination. If the dispute is not resolved by non-binding mediation or review by a mutually agreed on Certified Public Accountant, then jurisdiction shall be in Charlevoix Circuit Court.

Section 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

Section 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 12. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment pursuant to the City Charter.

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

Nays: None

Motion carried.

Motion by Kalbfell, seconded by Spring to adopt Ordinance 872: City of Charlevoix Tax Exemption Ordinance: Charlevoix Apartments.

CITY OF CHARLEVOIX

ORDINANCE NO. 872 of 2026

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED WITH A FEDERALLY AIDED MORTGAGE LOAN PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (PUBLIC ACT 346 OF 1966, AS AMENDED; MCL §125.1401 ET SEQ.; THE “ACT”).

THE CITY OF CHARLEVOIX ORDAINS:

Section 1. Title.

This Ordinance shall be known and cited as the “City of Charlevoix Tax Exemption Ordinance – Charlevoix Apartments”

Section 2. Findings & Purpose.

The City Council of the City of Charlevoix (“City”) hereby finds, determines, and acknowledges that it is a proper public purpose of the State of Michigan and its political subdivisions (including the City) to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge for public services in lieu of property taxes (a “payment in lieu of taxes” or “PILOT”) in accordance with the Act. It is further determined and acknowledged that housing for persons of low income is a public necessity, and as the City will be benefitted and improved by such housing, the encouragement of same by providing certain real estate tax exemption(s) for such housing is a valid public purpose. It is further determined and acknowledged that the continuation of the provisions of this Ordinance for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing development project that is to be developed and financed in reliance upon such tax exemption and service charge.

The City acknowledges that LG Charlevoix 2 Limited Dividend Housing Association, LLC (the “Sponsor”) has formed a limited dividend housing association limited liability company, and has offered, subject to receipt of an allocation under the Low Income Housing Tax Credit (LIHTC) Program (as defined in this Agreement) to own and operate the housing development project identified as “Charlevoix Apartments” on certain property located at 1003 May St within the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all ad valorem property taxes.

Section 3. Definitions.

1. “Act” means Michigan’s State Housing Development Authority Act (Michigan Public Act

346 of 1966, as amended; codified at MCL §125.1401 et seq.);

2. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all low-income occupants of a Housing Development representing rent or occupancy charges, exclusive of charges for Utilities, as defined in this Agreement.
3. "Authority" (or "MSHDA") means the Michigan State Housing Development Authority, as referred to in Section 21 of the Act (MCL §125.1421).
4. "City" means the City of Charlevoix, a Michigan municipal corporation.
5. "Housing Development" at the Housing Development Location, means and refers to a building to include qualified low-income residential apartment units, including forty (40) units reserved for Low Income Persons, and such commercial, recreational, industrial, communal, and educational facilities as the Authority determines will improve the quality of the Housing Development Project as it relates to housing for persons of low income.
6. "Housing Development Location" means the following parcel of real estate within the City:

Beginning 660 feet South and 660 feet East of the Northwest corner of Section 35, Township 34 North, Range 8 West, City of Charlevoix, Charlevoix County, Michigan; thence South 165 feet; thence East 432 feet; thence North 105 feet; thence East 228 feet; thence North 60 feet; thence West 660 feet to the point of beginning, being a part of the Northwest 1/4 of the Northwest 1/4 of said Section 35
7. "Housing Development Project" means the Housing Development after completion of construction and issuance of certificates of occupancy for all units.
8. "Federally funded" means the Housing Development must be participating in the Low Income Housing Tax Credit (LIHTC) program, which restricts residency to persons of low income through a regulatory agreement between the Housing Development and the Authority.
9. "Persons of low income" (or "Low Income Persons and/or Families") means persons and families whose household incomes qualify for and meet those income limitations set by the federal government through the Department of Housing and Urban Development

("HUD").

10. "Utilities" means charges for fuel, water, heat, sanitary sewer service and/or electrical service furnished to the occupants which are paid by the Housing Development Project as defined in the Act.

All terms referenced in the Act but not defined in this Ordinance shall have the meanings given to them in the Act.

Section 4. Class of Housing Development.

It is determined that the class of Housing Developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be Housing Developments which are financed or assisted pursuant to the Act. It is further determined that Charlevoix Apartments (the Housing Development Project) is of this class.

Section 5. Establishment of Annual Service Charge in lieu of property taxes.

1. Subject to the provisions of this Ordinance, the Housing Development Project known and identified as Charlevoix Apartments and the real property on which it is situated shall be exempt from all ad valorem property taxes from and after the commencement of construction for the period set forth in Section 9 below. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the Housing Development Project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the Housing Development Project for the exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct, own, and operate the Housing Development Project, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes.
2. The annual service charge shall be equal to four (4%) percent of the difference between the Annual Shelter Rents actually collected and Utilities.

Section 6. Limitation on the Payment of the Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development Project that is tax exempt and occupied by other than Low Income Persons shall be equal to the full amount of the taxes that would otherwise be due and payable on that portion of the Housing Development Project if the project were not tax exempt.

Section 7. Payment of Service Charge.

The Annual Service Charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the

general property tax in the previous calendar year, except that the annual payment shall be paid on or before July 1 of the year following the year upon which such charge is calculated. Collection procedures shall be in accordance with the provisions of Michigan's General Property Tax Act (Public Act 206 of 1893, as amended; codified at MCL §211.1 et seq).

Section 8. Contractual effect of Ordinance.

Notwithstanding the provisions of Section 15a(5) of the Act (MCL §125.1415a(5)) to the contrary, a contract between the City and the Sponsor with the Authority as a third-party beneficiary under said contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by the enactment of this Ordinance.

Section 9. Duration; Commencement of Construction.

This Ordinance shall remain in effect and shall not terminate for fifteen (15) years, commencing with and including tax year 2026, provided that the Sponsor complies with the requirements of the Act and this Ordinance, and further provided that the Housing Development continues to be rented to Low Income Persons at rents determined under the low income housing tax credit program, as the same maybe further amended or superseded, or the authority or HUD has an interest in the property; but in no event beyond December 31, 2041. The failure to rent or list for rental the housing development to Low Income Persons during the duration of the project constitutes a material deficiency as set forth below.

During the term of this Ordinance, Sponsor shall make capital investments into the Housing Development in an amount equal to or greater than the cumulative difference between, (a) the ad valorem property taxes that would otherwise have been payable absent this Ordinance; and (b) the annual service charges actually paid under this Ordinance. Capital investments will be reported with receipts and submitted with payment of the annual service charge.

Such compliance shall be measured cumulatively over rolling three (3) year periods beginning January 1, 2026.

Qualifying capital investments shall include, without limitation (a) building renovations, (b) structural repairs, (c) mechanical, electrical, plumbing, HVAC, and life-safety improvements, (d) site improvements, (e) accessibility improvements, (f) rental unit improvements, (g) infrastructure improvements; and (h) other improvements reasonably related to the operation, preservation, rehabilitation, or enhancement of the Housing Development. The City may employ a contractor or consultant to review and verify the capital investments, and Sponsor shall reimburse the City for the costs of any verification by any third party contractor or consultant.

The City may not terminate this Ordinance or revoke the PILOT unless: (a) the City provides written notice specifying the alleged deficiency in reasonable detail; (b) Sponsor is provided not less than one hundred eighty (180) days to cure such deficiency; (c) Sponsor is provided an opportunity to appear before the City Council prior to any vote regarding termination; and (d) the alleged deficiency constitutes a material and uncured default under this Ordinance.

If the alleged deficiency is not reasonably capable of cure within the cure period, Sponsor shall not be deemed in default so long as Sponsor commences corrective action within the cure

period and diligently pursues completion.

Any dispute regarding qualifying capital investments or calculation of tax savings shall first be submitted to non-binding mediation or review by an independent certified public accountant mutually acceptable to the parties prior to termination. If the dispute is not resolved by non-binding mediation or review by a mutually agreed on Certified Public Accountant, then jurisdiction shall be in Charlevoix Circuit Court.

Section 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

Section 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 12. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment pursuant to the City Charter.

Ordinance No. 872 was adopted on the 1st day of June 2026 A.D., by the Charlevoix City Council as follows:

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

Nays: None

Motion carried.

7. All Other Actions and Requests

8. Reports and Communications

A. Public Comment

- Shirley Gibson stated her concerns about the tour ordinance
- Nidhi Mishra stated her concerns about allowing marihuana in the City
- Annemarie Conway stated her concerns about Short Term Rentals

B. City Manager's Comments

- Police Accreditation is wrapping up and we appreciate all the work by the Chief and the Police Officers in this process
- Happy Graduation to the Seniors yesterday

- On July 8 at 6 p.m. in East Park there will be a Declaration of Independence Reading and Celebration

C. Mayor and Council Comments

9. Other Council Business

A. Closed Session: Annual Evaluation of City Manager (pursuant to MCL 15.268(1a))

Motion by Kalbfell, seconded by Hagen to enter closed session for the purpose of evaluating the City Manager's performance pursuant to MCL 15.268, section 1a.

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

Nays: None

Motion carried.

Council Member Knapp left the meeting at 6:36 p.m.

Motion by Kalbfell, seconded by Halverson to re-enter open session at 7:43 p.m.

Yeas: Halverson, Parr, Kalbfell, Spring, Hagen

Nays: None

Absent: Knapp

Motion carried.

Motion by Hagen, seconded by Spring to approve the closed session meeting minutes as read by City Clerk.

Yeas: Halverson, Parr, Kalbfell, Spring, Hagen

Nays: None

Absent: Knapp

Motion carried.

Motion by Kalbfell, supported by Spring, to amend the City Manager's contract to include a 3% cost-of-living increase, a 2% merit increase, a \$50 per month increase to his car allowance, and to apply all adjustments retroactively to April 1.

Yeas: Halverson, Parr, Kalbfell, Spring, Hagen

Nays: None

Absent: Knapp

Motion carried.

10. Adjourn

Mayor Gennett adjourned the meeting at 7:45 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

DRAFT

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: June 15, 2026

Presented By:

Background:

Recommendation:

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

Attachments:

1. Accounts Payable and Payroll Check Registers

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 06/04/2026 - 06/04/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/04/2026	147399	HARTFORD, THE	2,740.76
06/04/2026	147400	MARINA STAFF TRAINING	600.00
1 TOTALS:			
Total of 2 Checks:			3,340.76
Less 0 Void Checks:			0.00
Total of 2 Disbursements:			<u>3,340.76</u>

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

06/04/26	Special Accounts Payable Run	\$	3,340.76
06/05/26	Payroll (regular payroll net pay)	\$	153,941.93
06/05/26	Payroll Remittance Checks	\$	6,819.11
06/16/26	Regular Accounts Payable	\$	451,418.33
Checks Sub-Total:		\$	<u>615,520.13</u>

HUNTINGTON NATIONAL BANK - EFT/WIRE PAYMENTS

06/01/26	MI Public Power Agency	\$	13,500.03
06/03/26	AMG Payment Solutions	\$	377.11
06/03/26	AMG Payment Solutions	\$	34.99
06/05/26	IRS (Payroll Tax Deposit)	\$	56,908.91
06/05/26	Empower Trust Co LLC (HCSP)	\$	558.00
06/05/26	MissionSquare 401 Plan	\$	1,276.39
06/05/26	MissionSquare 457 Plan	\$	29,296.42
06/05/26	MissionSquare Roth IRA	\$	1,475.00
06/05/26	State of MI (Withholding Tax)	\$	8,382.09
06/08/26	MI Public Power Agency	\$	21,370.93
06/09/26	DTE Energy	\$	7,257.42
06/09/26	iSolved Inc.	\$	75.00
06/09/26	State of MI (Sales Tax)	\$	28,312.53
ACH Sub-Total:		\$	<u>168,824.82</u>

Huntington National Bank Total: \$ 784,344.95

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

Charlevoix State Bank Total: \$ -

Grand Total: \$ 784,344.95

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 000000050

Name	Check Date	Gross	Net
HEYDLAUFF, MARK L.	06/05/2026	6,509.39	4,407.16
DVORACEK, SARAH J.	06/05/2026	3,533.40	2,525.64
KLOOSTER, ALIDA K.	06/05/2026	3,849.80	2,569.46
BARNEVELD, RICHELLE L.	06/05/2026	2,216.50	1,568.77
SCHULZ, GINNY L.	06/05/2026	2,335.22	1,569.58
JENKINS, JESSICA-RAE A.	06/05/2026	2,398.40	1,911.71
MCGINN, KELLY A.	06/05/2026	4,581.90	2,469.11
SCHEEL, JONATHAN D.	06/05/2026	3,989.87	2,867.59
MCDONNELL, JILL L.	06/05/2026	4,534.43	2,703.28
UMULIS, MATTHEW T.	06/05/2026	3,947.32	2,485.13
ORBAN, BARBARA K.	06/05/2026	3,875.20	2,103.61
RILEY, DENISE M.	06/05/2026	768.50	628.98
MUNK, CHRISTOPHER J.	06/05/2026	2,613.61	1,546.56
CHRISTIANSEN, BRIAN D.	06/05/2026	4,469.59	2,984.62
MARTIN, DONALD L.	06/05/2026	3,883.91	2,641.42
KORTZ, DAKOTA T.	06/05/2026	2,739.10	1,956.22
YOUNG, KRISTEN L.	06/05/2026	2,940.08	2,130.84
CONWAY, PATRICK G.	06/05/2026	1,045.00	861.48
MACGILLIVRAY, ROGER	06/05/2026	1,080.00	895.52
DOTSON, WILLIAM R.	06/05/2026	592.00	521.55
KALLMAN, ARIN J.	06/05/2026	953.75	840.26
WURST, RANDALL W.	06/05/2026	3,326.00	1,726.48
HILLING, NICHOLAS A.	06/05/2026	3,695.04	2,327.93
MEIER III, CHARLES A.	06/05/2026	2,799.20	1,677.94
ZACHARIAS, STEVEN B.	06/05/2026	2,892.58	1,745.14
NEWMAN, MARK J.	06/05/2026	2,956.01	1,947.85
LOUGHMILLER, JOHN A.	06/05/2026	3,832.71	2,688.08
COLLINS, TIMOTHY E.	06/05/2026	2,753.99	1,991.29
GOWARD, JEFFERY D.	06/05/2026	5,596.16	3,653.82
EATON, BRAD A.	06/05/2026	4,449.66	2,700.84
WILSON, TIMOTHY J.	06/05/2026	4,393.20	3,143.38
STERRETT, PHILLIP R.	06/05/2026	5,155.68	2,993.74
STEVENS, BRANDON C.	06/05/2026	5,150.02	3,065.48
WHITLEY, ANDREW T.	06/05/2026	5,020.07	3,057.29
FARRELL, MITCHELL L.	06/05/2026	5,065.57	3,246.78
BACHMANN, ELIZABETH A.	06/05/2026	2,832.99	2,012.47
KENWABIKISE, DAVID L.	06/05/2026	3,894.25	2,562.49
ELLIOTT, PATRICK M.	06/05/2026	5,596.16	3,840.94
MORRISON, KEVIN P.	06/05/2026	2,795.01	1,650.52
FURGESON, JUSTIN L.	06/05/2026	4,362.59	3,019.55
BRADLEY, KELLY R.	06/05/2026	3,733.43	2,260.56
HART II, DELBERT W.	06/05/2026	3,101.06	1,984.93
JONES, ROBERT F.	06/05/2026	2,696.36	1,705.56
THORP, WILLIAM D.	06/05/2026	2,414.48	1,470.69
LEITNER, RYAN S.	06/05/2026	2,731.52	1,743.00
NOWKA, STEPHEN P.	06/05/2026	2,503.58	1,830.72
RILEY, DANIEL A.	06/05/2026	3,421.45	2,416.47
REID, ROB A.	06/05/2026	2,186.64	1,505.74
DORAN, JUSTIN J.	06/05/2026	3,635.01	2,777.47
CONWAY, ANNEMARIE	06/05/2026	758.50	654.31
FINNERTY, HOLLY E.	06/05/2026	1,368.00	1,124.89
WEAVER-WEIDLICH, DOMINIK T.	06/05/2026	1,207.50	1,002.75
LEITNER, DARICK B.	06/05/2026	1,405.00	1,153.06
POIROT, KENNETH R.	06/05/2026	816.00	708.85
JOHNSON, RANDY J.	06/05/2026	1,368.00	1,192.25
PARRISH, JASON P.	06/05/2026	336.00	296.02
SPEER, LIAM M.	06/05/2026	1,177.25	979.74
KUHN, JAMES A.	06/05/2026	1,220.00	1,012.27
WOOD, DIANA G.	06/05/2026	144.00	126.86
CRANDELL, ZACKARY R.	06/05/2026	1,251.00	1,025.66
RABIDEAU, JACOB L.	06/05/2026	1,296.00	1,070.11
BORTHS, MICHAEL J.	06/05/2026	1,106.88	926.19
KNORR, KENT J.	06/05/2026	3,571.14	2,547.96
ANZELL, BETH A.	06/05/2026	2,453.21	1,823.09
STEBE, LAURA A.	06/05/2026	28.00	25.85
MCDERMOTT, DENNIS J.	06/05/2026	149.96	132.12
BLECKE, SKYLAR T.	06/05/2026	864.00	745.03
LLEWELLYN, OLIVIA M.	06/05/2026	992.00	827.04
GALSTERER, CAROLINE R.	06/05/2026	1,280.00	1,051.00
LAWRENCE, JEFFREY A.	06/05/2026	475.00	418.47
CUNNINGHAM, ABIGAIL A.	06/05/2026	2,850.00	2,213.67
WALKER, MEREDITH A.	06/05/2026	139.15	128.54
LESCAVAGE, LANDON T.	06/05/2026	341.00	297.92

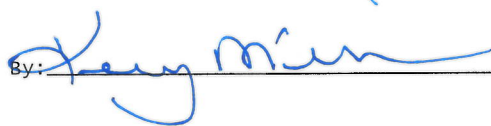
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CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 0000000050

Name	Check Date	Gross	Net
WILLIAMS, MAKELL A.	06/05/2026	16.00	14.78
PHILP, DAVAYAH A.	06/05/2026	1,463.00	1,206.85
GILL, DAVID R.	06/05/2026	1,331.86	1,114.42
LABLANCE, MAUREEN J.	06/05/2026	371.25	336.72
LIVINGSTON, BRIAN D.	06/05/2026	3,375.65	2,597.50
WHITLEY, BENJAMIN W.	06/05/2026	900.00	764.82
KLOOSTER, PATRICK H.	06/05/2026	774.00	566.40
COX, RONALD L.	06/05/2026	567.00	449.53
PARKER, SCOTT W.	06/05/2026	99.00	91.42
PETROSKY, TIMOTHY D.	06/05/2026	173.25	152.64
DRENTH, MARK E.	06/05/2026	709.50	544.71
NISWANDER, WILLIAM M.	06/05/2026	1,045.00	862.71
DOAN, RALPH W.	06/05/2026	151.13	133.14
MOORE, GARY G.	06/05/2026	267.38	245.20
METZGER, CHARLES R.	06/05/2026	236.38	217.89
SCHOLEY, ROBERT W.	06/05/2026	3,642.31	2,454.64
MCCRANEY, RUSSELL R.	06/05/2026	3,187.30	2,373.96
POSTMUS, ANTHONY H.	06/05/2026	3,106.99	2,236.97
REECE, DANIEL A.	06/05/2026	3,314.88	2,402.96
KISSINGER, BRADY A.	06/05/2026	3,481.49	2,298.34
GRAY, DAVID A.	06/05/2026	1,855.40	1,463.59
WADKINS, LOGAN M.	06/05/2026	1,315.20	993.45
Totals: 95		223,828.95	153,941.93

Approved By: 

Date: 6/2/26

CHECK REGISTER FOR CITY OF CHARLEVOIX
 CHECK DATE 06/05/2026 - 06/05/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/05/2026	147391	4FRONT CREDIT UNION	1,711.92
06/05/2026	147392	AMERICAN FAMILY LIFE	696.61
06/05/2026	147393	BLUE CROSS BLUE SHIELD OF MIC	1,493.86
06/05/2026	147394	CHARLEVOIX STATE BANK	1,620.00
06/05/2026	147395	COMMUNICATION WORKERS OF AMER	653.11
06/05/2026	147396	FOPLC	207.00
06/05/2026	147397	THE HARTFORD	436.61
1 TOTALS:			6,819.11
Total of 7 Checks:			6,819.11
Less 0 Void Checks:			0.00
Total of 7 Disbursements:			6,819.11

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 06/16/2026 - 06/16/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/16/2026	147401	ACE HARDWARE	9,587.93
06/16/2026	147402	ACLARA TECHNOLOGIES LLC	54,936.45
06/16/2026	147403	ALL TRAFFIC SOLUTIONS INC	1,500.00
06/16/2026	147404	AMAZON CAPITAL SERVICES	1,179.35
06/16/2026	147405	AMERICAN LEGAL PUBLISHING COR	35.10
06/16/2026	147406	AMERICAN LEGAL PUBLISHING COR	404.46
06/16/2026	147407	ASPEN SMART NETWORKS	2,394.00
06/16/2026	147408	AT&T MOBILITY	85.12
06/16/2026	147409	AUTO-WARES GROUP	1,152.54
06/16/2026	147410	AVFUEL CORPORATION	106,215.44
06/16/2026	147411	BANDIT INDUSTRIES INC	798.62
06/16/2026	147412	BAY URGENT CARE AND FAMILY PR	150.00
06/16/2026	147413	BCM ONE	132.14
06/16/2026	147414	BLUE CROSS BLUE SHIELD OF MIC	655.78
06/16/2026	147415	BLUE CROSS BLUE SHIELD OF MIC	56,351.44
06/16/2026	147416	CHARLEVOIX SCREEN MASTERS INC	3,653.00
06/16/2026	147417	CHARTER COMMUNICATIONS	149.99
06/16/2026	147418	CINTAS CORPORATION	501.83
06/16/2026	147419	CONWAY PROFESSIONAL SERVICES	6,735.00
06/16/2026	147420	DAVID L KENWABIKISE	90.00
06/16/2026	147421	DEBBIE LUHRS	90.00
06/16/2026	147422	DECKARD TECHNOLOGIES	5,953.50
06/16/2026	147423	DELBERT W HART II	484.04
06/16/2026	147424	DELL MARKETING LP	7,190.51
06/16/2026	147425	DHASELEER EVENTS BARN	171.00
06/16/2026	147426	DROST LANDSCAPE	531.12
06/16/2026	147427	DWAIN M ABRAMOWSKI	500.00
06/16/2026	147428	ECONO SIGNS LLC	1,604.32
06/16/2026	147429	ELLSWORTH FARMERS EXCHANGE	309.02
06/16/2026	147430	ELMER'S CRANE & DOZER INC	1,048.00
06/16/2026	147431	ETNA SUPPLY	771.00
06/16/2026	147432	FAMILY FARM AND HOME	1,165.06
06/16/2026	147433	FARMER WHITE'S	72.00
06/16/2026	147434	FENCE CONSULTANTS OF WEST MIC	875.00
06/16/2026	147435	FERGUSON'S	35.86
06/16/2026	147436	FLIGHT LIGHT INC	190.30
06/16/2026	147437	FREEDOM MAILING SERVICES INC	2,479.18
06/16/2026	147438	GERBER'S HOMEMADE SWEETS	135.00
06/16/2026	147439	GFL ENVIRONMENTAL	1,425.78
06/16/2026	147440	GINOP SALES INC	147.01
06/16/2026	147441	GORDON FOOD SERVICE	116.78
06/16/2026	147442	GRAINGER	980.40
06/16/2026	147443	GREAT LAKES ASPHALT SERVICES	3,100.00
06/16/2026	147444	HACH COMPANY	1,329.60
06/16/2026	147445	HARRELL'S LLC	5,809.18
06/16/2026	147446	HOGARTH'S PEST CONTROL INC	1,200.00
06/16/2026	147447	HORIZON BANK	665.26
06/16/2026	147448	HYDROCORP	2,243.50
06/16/2026	147449	IDEXX DISTRIBUTION INC	2,110.44
06/16/2026	147450	IDI	75.00
06/16/2026	147451	IPS GROUP INC	12,189.19
06/16/2026	147452	IVY WELLS	120.00
06/16/2026	147453	J.BIRD PROVISIONS LLC	65.00
06/16/2026	147454	JOINT APPRENTICESHIP & TRAINI	6,500.00
06/16/2026	147455	KALAMAZOO SANITARY SUPPLY LLC	2,161.45
06/16/2026	147456	KASSBOHRER ALL TERRAIN VEHICL	1,327.81
06/16/2026	147457	KK'S FARM	149.00
06/16/2026	147458	KNIGHTS TOOLS LLC	221.75
06/16/2026	147459	LAKESHORE TIRE & AUTO SERVICE	35.00
06/16/2026	147460	LAURIE HUGHES	353.00
06/16/2026	147461	LEXISNEXIS COPLOGIC SOLUTIONS	938.00
06/16/2026	147462	MACQUEEN EQUIPMENT LLC	195.54
06/16/2026	147463	MANTHEI CONSTRUCTION	76,278.27
06/16/2026	147464	MARK L HEYDLAUFF	167.89
06/16/2026	147465	MCCARDEL CULLIGAN WATER COND	55.50
06/16/2026	147466	MEGGISON'S CUSTOM WELDING	486.00
06/16/2026	147467	MICHIGAN MUNICIPAL ELECTRIC	2,669.26
06/16/2026	147468	MICHIGAN RURAL WATER ASSN	875.00
06/16/2026	147469	MWEA	230.00
06/16/2026	147470	NORTHWEST ELECTRONICS & REPAI	141.98

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 06/16/2026 - 06/16/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/16/2026	147471	O'REILLY AUTOMOTIVE INC	389.33
06/16/2026	147472	OLESON'S FOOD STORES	28.93
06/16/2026	147473	OLSON & HOWARD PC	2,216.50
06/16/2026	147474	ON DUTY GEAR LLC	1,587.84
06/16/2026	147475	PENCHURA LLC	2,581.00
06/16/2026	147476	PENINSULA FIBER NETWORK LLC	360.00
06/16/2026	147477	POWER LINE SUPPLY	6,624.72
06/16/2026	147478	POWERDMS INC	550.00
06/16/2026	147479	POWERPLAN	1,871.21
06/16/2026	147480	PROTEC	382.00
06/16/2026	147481	R B LYONS INC	3,600.00
06/16/2026	147482	RANGE TELECOMMUNICATIONS	214.00
06/16/2026	147483	REINDERS INC	858.62
06/16/2026	147484	RESOLUTION G2 LLC	1,980.00
06/16/2026	147485	SITEONE LANDSCAPE SUPPLY LLC	400.01
06/16/2026	147486	SPARTAN STORES LLC	48.19
06/16/2026	147487	SPARTAN TURF PRODUCTS LLC	3,284.50
06/16/2026	147488	SPRINGFIELD INC	1,663.00
06/16/2026	147489	STAPLES	1,960.43
06/16/2026	147490	STATE OF MICHIGAN	5,716.74
06/16/2026	147491	STATE OF MICHIGAN	693.37
06/16/2026	147492	STATE OF MICHIGAN	225.00
06/16/2026	147493	SUMMIT FIRE PROTECTION	765.00
06/16/2026	147494	TARGET SPECIALTY PRODUCTS	821.50
06/16/2026	147495	TELNET WORLDWIDE	177.94
06/16/2026	147496	TOP LINE ELECTRIC LLC	344.42
06/16/2026	147497	TRACE ANALYTICAL LABORATORIES	1,422.30
06/16/2026	147498	UNIFIRST CORPORATION	537.73
06/16/2026	147499	USA TODAY MEDIA CORP	297.64
06/16/2026	147500	USABLUEBOOK	604.02
06/16/2026	147501	UTILITY FINANCIAL SOLUTIONS	13,437.50
06/16/2026	147502	VILLAGE GRAPHICS INC	669.20
06/16/2026	147503	WINDEMULLER ELECTRIC	327.00
06/16/2026	147504	WITT FAMILY FARM	103.00
1 TOTALS:			
Total of 104 Checks:			451,418.33
Less 0 void Checks:			0.00
Total of 104 Disbursements:			451,418.33

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 06/01/2026 - 06/01/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT
Vendor Name Amount

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/01/2026	521(E)	MICHIGAN PUBLIC POWER AGENCY	13,500.03
1 TOTALS:			
Total of 1 Checks:			13,500.03
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			13,500.03

CHECK REGISTER FOR CITY OF CHARLEVOIX
 CHECK DATE 06/03/2026 - 06/03/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT
 Vendor Name Amount

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/03/2026	522(E)	AMG PAYMENT SOLUTIONS	377.11
06/03/2026	523(E)	AMG PAYMENT SOLUTIONS	34.99
1 TOTALS:			
Total of 2 Checks:			412.10
Less 0 Void Checks:			0.00
Total of 2 Disbursements:			412.10

CHECK REGISTER FOR CITY OF CHARLEVOIX
 CHECK DATE 06/05/2026 - 06/05/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT
 Vendor Name Amount

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/05/2026	524(E)	**EFTPS* Payroll Taxes	56,908.91
06/05/2026	525(E)	EMPOWER TRUST COMPANY LLC	558.00
06/05/2026	526(E)	MissionSquare - 401 Plan 1091	1,276.39
06/05/2026	527(E)	MissionSquare - 457 Plan 3009	29,296.42
06/05/2026	528(E)	MissionSquare - Roth IRA 7061	1,475.00
06/05/2026	529(E)	STATE OF MICHIGAN	8,382.09
1 TOTALS:			
Total of 6 Checks:			97,896.81
Less 0 Void Checks:			0.00
Total of 6 Disbursements:			<u>97,896.81</u>

CHECK REGISTER FOR CITY OF CHARLEVOIX
 CHECK DATE 06/08/2026 - 06/08/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT
 Vendor Name Amount

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/08/2026	530(E)	MICHIGAN PUBLIC POWER AGENCY	21,370.93
1 TOTALS:			
Total of 1 Checks:			21,370.93
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			21,370.93

CHECK REGISTER FOR CITY OF CHARLEVOIX
 CHECK DATE 06/09/2026 - 06/09/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT
Vendor Name **Amount**

Check Date	check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
06/09/2026	531(E)	DTE ENERGY	7,257.42
06/09/2026	532(E)	ISOLVED INC.	75.00
06/09/2026	533(E)	STATE OF MICHIGAN	28,312.53
1 TOTALS:			28,312.53
Total of 3 Checks:			35,644.95
Less 0 Void Checks:			0.00
Total of 3 Disbursements:			35,644.95

Charlevoix City Council

Consent Agenda

Title: Fire Services Agreement with Charlevoix Township

Date: June 15, 2026

Presented By:

Background:

Since 2017, we have had a successful arrangement sharing fire protection with Charlevoix Township. The current contract is expiring at the end of this month and they have proposed new terms going forward. This agreement represents an approximately 9% increase over the current year. Given the rapidly increasing costs for fire equipment, I believe this is warranted and reasonable. Our relationship with Charlevoix Township and the Fire Department has been very positive and I would recommend renewing our agreement with them.

Recommendation:

Motion to approve the fire services agreement with Charlevoix Township as presented.

Attachments:

1. 2026-28 Agreement for Fire Protection City of Charlevoix

CITY OF CHARLEVOIX AGREEMENT FOR FIRE PROTECTION

THIS AGREEMENT is effective as of July 1, 2026, by and between the Township of Charlevoix, a Municipal Corporation of the County of Charlevoix, State of Michigan, hereinafter referred to as the “Provider”, and the City of Charlevoix, a Municipal Corporation of the County of Charlevoix, State of Michigan, hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, the Provider maintains an organized and equipped Fire Department and the City desires to have the services of the Provider’s Fire Department; and

WHEREAS, the Provider is willing to cooperate with the City in providing said fire services in consideration for City’s contributing to the expense of equipping and maintaining the Fire Department;

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Provider agrees to furnish the City and its residents fire fighting services, utilizing the Provider’s firemen and fire fighting apparatus and equipment owned and operated by said Provider, as the Fire Chief of said Provider shall determine on an “as available” basis. The Fire Chief of the Provider shall determine the number of firemen and the type of equipment which is reasonably necessary to respond to a particular fire or other emergency. The Provider agrees to provide a fire truck and operator to assist in testing and evaluating the City’s fire protection water supply systems. Testing shall be done twice a year and should normally be done in April and October of each year. The specific time and date for the testing and evaluating will be mutually agreed to between the parties when each testing period comes due.
2. The fire services described hereunder shall begin at 12:00 a.m. on July 1, 2026 and shall continue for two (2) year(s) thereafter terminating at 11:59 p.m. June 30, 2028. Either party shall have the right to terminate the Agreement only after a substantial breach constituting good cause for termination and only after providing a written notice of intent

to terminate to the other party which shall include a thirty (30) day opportunity to cure any such default or breach.

3. For each one (1) year period of time during which this Agreement shall be in effect, said City agrees to pay to the Provider as follows:

July 1, 2026 – June 30, 2027 \$178,200.00

July 1, 2027 – June 30, 2028 \$204,900.00

The contract price shall be due on July 1st of each year and shall be paid as follows;

- ___ In annual payments of the entire amount due by July 1st of each year
- ___ In semi-annual payments equal to one-half of the yearly amount due on July 1st and on January 1st of each year
- ___ In quarterly payments equal to one-quarter of the yearly amount due on each July 1st, October 1st, January 1st and April 1st of each year

The contract price shall not be increased except by the agreement in writing of both parties.

4. It is hereby expressly agreed that the Provider, in extending the services of its Fire Department to the City, as herein set forth, is doing so exclusively for the purpose of cooperating with and assisting the City in the City's carrying out of a governmental function. In doing so, the Provider, its agents, and employees in discharging any duty of service as prescribed hereunder shall be construed as engaged in a governmental function of the City and in so doing shall not be construed as being engaged in a propriety endeavor.
5. Any such fire protection service provided hereunder, is subject to prior calls involving property located within the Provider's fire district. The Provider may elect not to respond to a request for fire protection services in the City only if in the judgment of the officer in charge of the Provider's Fire Department a response to a request for fire protection services in the City would immediately jeopardize the Provider's ability to respond to an existing, on-going fire or similar emergency in the Provider's own jurisdiction. However, under such circumstances the Provider shall immediately summon a mutual aid fire company to the City. When a mutual aid fire company is called, the Provider shall not be responsible for any loss or claim which may result from failure to respond promptly to any call for fire protection or service from the City.

6. The Provider agrees to indemnify and hold City harmless from all damages, claims, demands, costs, or expenses which the City or other parties sustain or may be subject to as a result of any act or omission (regardless of whether such act or omission is by negligence, gross negligence, or intentional) on the part of Provider or Provider's employees, agents, or representatives, in connection with the services provided pursuant to this Agreement.
7. The City agrees to indemnify and hold Provider harmless from all damages, claims, demands, costs, or expenses which the Provider or other parties sustain or may be subject to as a result of any act or omission (regardless of whether such act or omission is by negligence, gross negligence, or intentional) on the part of City or City's employees, agents, or representatives, in connection with the services provided pursuant to this Agreement.
8. The fire protection services to be provided under this Agreement are not limited merely to fighting fires but include any emergency situation to which the Provider's Fire Department is authorized by law to respond in its own jurisdiction. This includes, by way of example and not limitation, responding to spills of toxic or hazardous substances, rescue runs, etc. Reference in this Agreement merely to fire calls, responding to a fire or similar terminology shall be broadly construed as to be consistent with this provision. The Provider reserves the right to refuse to perform or provide services which it, in Provider's sole discretion, is not equipped, trained or otherwise capable of providing or which it is legally not authorized to provide.
9. The individuals signing this Agreement on behalf of their municipality expressly state that they have been authorized by appropriate resolution of their municipality's governing body to execute this Agreement.
10. The City agrees that it will, at its sole expense, make available for use by Provider certain vehicles, equipment and facilities used for firefighting and for training. The vehicles and equipment are itemized in the attached List of Equipment. Equipment owned by the City and designated for use by the Provider, including the aerial ladder truck, shall be stored in a manner and at a location at the sole discretion of the Chief to ensure responsiveness to emergencies. The City agrees that the existing City Fire garage shall be made available for use by Provider as a sub-station for the storage of vehicles and equipment and for

training purposes. Notwithstanding the above, City shall remain responsible for providing necessary inspections, maintenance, repair and replacement if necessary of the City's vehicles and equipment which are available for Provider's use. City shall furnish records of completion of inspections, maintenance and repair to Provider. City shall maintain insurance coverage on City-owned vehicles and equipment which is available for use by Provider and shall furnish Provider satisfactory proof of insurance showing that Provider and its firefighters are named as additional insureds under the terms of all such policies.

**CITY OF CHARLEVOIX
(City)**

Dated: _____

By: _____
Mark Heydlauff
Its: City Manager

By: _____
Sarah Dvoracek
Its: Clerk

**CHARLEVOIX TOWNSHIP
(Provider)**

Dated: _____

By: _____
Daniel Ulrich
Its: Supervisor

By: _____
Krista Jarema
Its: Clerk

Charlevoix City Council

Consent Agenda

Title: Power Purchase Commitment Authorization

Date: June 15, 2026

Presented By:

Background:

Through the Michigan Public Power Agency, we purchase electricity from various sources to cover our anticipated future load requirements. This purchase of capacity covers us as loads hit routine peaks like extreme weather or busy weekends of visitors in town. As power production changes and shifts, we routinely authorize new future capacity purchases to meet existing demand. This agreement would keep us compliant with MISO regulations and, over the course of the year, would cost \$54,000. This will not impact rates which account for this kind of capacity.

Recommendation:

Motion to approve the Zonal Resource Credit Power Purchase Commitment Authorization for plan year 2030-2031 and authorize the MPPA designated representative to sign all necessary documents.

Attachments:

1. ZRC PPC Authorization - Charlevoix



ENERGY SERVICES PROJECT POWER PURCHASE COMMITMENT AUTHORIZATION

This Power Purchase Commitment Authorization (“Authorization”) is made and entered into as of _____, 2026, by and between Michigan Public Power Agency (“MPPA”), a joint agency of the State of Michigan created pursuant to 1976 PA 448, and the City of Charlevoix (the “Participant”).

WHEREAS, MPPA is a municipal joint agency established in 1978 to provide a means for Michigan municipal electric utilities to achieve the benefits of economies of scale and diversification of power supply and related services for their present and future needs;

WHEREAS, during an open meeting on March 11, 2009, the MPPA Board of Commissioners (“BOC”) created the Energy Services Project (“ESP”) for the purpose of providing a means for full members of MPPA to obtain contracted power supply and market operation services;

WHEREAS, the Participant joined the ESP by approving and executing an Energy Service Agreement (“ESA”) that describes the terms and conditions of power supply transactions, known as Power Purchase Commitments (“PPC”), between the Participant and MPPA;

WHEREAS, this Authorization is a PPC between the Participant and MPPA;

WHEREAS, by executing this Authorization, the Member Authorized Representative (“MAR”) of the Participant is representing that the Participant has received all required approvals from its governing body to enter into this PPC with MPPA; and

WHEREAS, MPPA reviewed the specifications and benefits with the Participant of the capacity transaction further described below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between MPPA and the Participant hereto as follows:

Section 1. Power Purchase Commitment

Participant is committing to receive and pay for the Participant’s share of its Quantity of the Product as defined within this Authorization.

The Product provided to Participant under this Authorization is part of a diversified portfolio of power supply resources intended to meet resource adequacy requirements under Michigan Public Act 341 and the planning reserve margin requirements of the Midcontinent Independent System Operator (“MISO”).

Section 2. Product

Zonal Resource Credit (“ZRC”) as that term is defined in the MISO FERC approved Tariff. For reference, one ZRC represents 1 megawatt (MW) of deliverable, Seasonal Accredited Capacity (“SAC”).

Section 3. Delivery Location

MISO Local Resource Zone 7.

Section 4. Delivery Period

June 1, 2030, through May 31, 2031, or the 30/31 Planning Year.

Section 5. Term

If the Participant executes this Authorization and it becomes effective per Section 10 of this Authorization, the term of the PPC is from the date MPPA executes the Transaction on behalf of Participant through and including the final settlement for May 31, 2031.

Section 6. Quantity

The Participant is allocated the following share of the Product (“Participant’s ZRC Quantity”) provided to MPPA under the Transaction:

ZRC (kW)	% of Forecasted MISO Capacity Requirement
500	4.2%

Section 7. Payment

The Participant will pay MPPA the contract rate in the Transaction for the Participant's Quantity. Over the term of the PPC, the not-to-exceed financial commitment is \$54,000.00.

Section 8. Energy Services Agreement

This Authorization is subject to the terms and conditions of the ESA between MPPA and Participant. In the event the terms of this Authorization conflict with the terms of the ESA, the terms of the ESA shall control.

Section 9. Evidence

Authority of the Participant's MAR to execute this Authorization is evidenced through a Participant resolution adopted by the Participant's governing body or through the meeting minutes of the Participant's governing body where approval was granted to the MAR to execute this Authorization.

Section 10. Effectiveness

This Authorization will not become effective until MPPA has received executed power purchase commitment authorizations from all other Members of MPPA who have their own respective power purchase commitment with MPPA for their respective quantity of Product under the Transaction.

Member Authorized Representative

Its: _____

By: _____

Dated: _____

Charlevoix City Council

All Other Actions and Requests

Title: Ferry Avenue Water Main Upgrade and Extension

Date: June 15, 2026

Presented By: Mark Heydlauff, City Manager

Background:

In the approved 2026/27 budget, we allocated money for a water main upgrade and extension project along Ferry Avenue. The water main upgrade portion generally starts at the entrance to the Belvedere Terrace condominiums, off of Ferry Ave., and runs South on Ferry to former DME/Manthai building. The extension portion of the water main goes from Ferry Avenue, cross-country through an existing utility easement, and will tie into the existing water main that runs down M-66.

By completing this project, we will greatly improve our overall system reliability in this area and we will be upgrading the creek crossing at Stover Creek. Over the years, we have had numerous water main breaks where it crosses over the top of the creek. This project will also eliminate two dead ends and create a looped system with the tie-in at M-66. The pipe that we are replacing is an old, undersized transite water main which is notorious for breaks. Anytime you can eliminate a dead end and create a loop in your system it is a benefit for water quality and water flows.

In addition to the benefits mentioned above, by completing this project, there will be sufficient fire flows for the new boat storage building owned by Burdco where DME was located. Burdco wants fire suppression for their facility; they could have constructed and maintained an on-site facility for water storage but they approached the City about funding part of this upgrade to facilitate a City connection. Originally, they were willing to contribute up to \$300,000.00 for this project. When bids were opened and the cost was more than anticipated, the City and Burdco agreed to split the overages. See the attached memo from Performance Engineers for the overall cost breakdown and cost sharing agreement with Burdco.

The engineering for this project was completed in late winter and sent out for bids. On May 20th, we opened one sealed bid from Matt's Underground. We have worked with Matt's Underground on multiple projects in the past with very positive results.

Recommendation:

Motion to authorize the City Manager to sign all necessary documents for the construction of the Ferry Avenue water main extension project for a total of \$934,741.00.

Attachments:

1. Bid Tab
2. Ferry Watermain Award Recommendation 6-9-26



CITY OF
CHARLEVOIX

**Ferry Avenue Water Main Extension
Bid Opening
05/20/2026
11:00 am**

Bidder Name	Comments
MaHis LLC Kaikaska, MI	\$917,079

Memo

To: Pat Elliott, City of Charlevoix Public Works Superintendent

Date: 6-9-2026

From: Aaron Nordman

Re: Ferry Avenue Watermain Extension, Contract # 26-7185

Dear Pat;

Performance Engineers, Inc. (PEI) advertised for bids for the Ferry Avenue Watermain Extension project. Unfortunately, only one bid was received, publicly opened, and read on May 20, 2026, at City Hall by the Clerk. This bid was deemed responsive and in compliance with the proposal requirements for an administratively complete bid.

Since only one bid was received, a bid tabulation was not prepared. However, PEI did perform a bid analysis and found no errors or discrepancies. The single bid of \$917,079.00 was submitted by Matts Underground, LLC and is above the project estimate.

In order to cut cost from the project, PEI engaged with both the City and the Bidder and looked for value engineering alternatives. Although no alternatives to the scope were identified, the Bidder did offer to cut some cost from the project by having the City purchase the materials directly from their supplier, eliminating their markup on these materials, which is significant. The other cost factor is the tight timeline, so we clarified with the Bidder that the critical timing portion only applies to the 12-inch main to the DME site, the remaining scope can go beyond the stipulated completion date.

With these cost reduction efforts, almost \$75,000 was cut from the project, without compromising the scope. The City is able to leverage private investment dollars to complete the project, since the secondary goal is getting a fire service line to the former DME site. The proposal recommended here is to have the City and the private entity split the cost overage (50/50) and move forward with the project where the total funding breakdown that includes contract administration, construction oversight and as-built records would be as follows:

City of Charlevoix	\$579,741.00 (62%)
Private Entity	\$355,500.00 (38%)
Total Project Cost	\$934,741.00

PEI has prepared a Memorandum of Understanding stipulating conditions for the cost sharing structure of the project, similar to the format used for the current Alice Street project. If the City is in agreement with this award, PEI will prepare the contract documents. However, should you have any questions regarding this recommendation for award, or the project in general, please feel free to reach out.

Sincerely,

Aaron Nordman

Performance Engineers, Inc.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of 06/08/2026 ("Effective Date"), by and between the following parties:

1. Parties and Authority

Public Entity:

City of Charlevoix (City)
210 State Street
Charlevoix, MI 49720

Authorized Representative: _____

Private Entity:

Burdco Incorporated
1222 Veterans Dr. Suite A
Traverse City, MI 49684

Authorized Representative: Daniel R. O'Brien

2. Purpose and Project Description

The purpose of this MOU is to set forth the understanding of the Parties regarding collaboration on a construction project that serves a public purpose and provides mutual benefit.

The proposed project includes the replacement and/or extension of water main along Ferry Ave. and looping from M-66 within the City of Charlevoix. Generally, includes Directionally drill 12" & 8" water main along with valves, hydrants and service line replacement. The construction contract Agreement includes the complete project scope and description and is included with this MOU as Attachment A.

3. Project Cost-Sharing

The Parties agree to share eligible Project costs in accordance with a pre-established allocation. This cost sharing allocation has been applied to the construction contract total and is included as Attachment B to this MOU.

Based upon the construction Agreement, the cost allocation for the as-bid quantities is as follows:

City of Charlevoix:	\$ 579,741.00	62%
Private Entity:	\$ 355,500.00	38%
Total Project Cost:	\$934,741.00	

Only costs associated with the approved scope and construction Agreement are eligible for cost sharing, unless otherwise approved by both parties. The Parties acknowledge that the Agreement is based upon current bid numbers, contingency, and estimated engineering and construction oversight. Once total project cost is reconciled, the cost sharing allocation will be applied accordingly (overages or refund) based on this ratio of original cost sharing percents.

4. Payment and Administration

Payment responsibilities, timing, and administrative procedures shall be as follows:

- **Paying Party for Contractors:** City of Charlevoix
- **Reimbursement Procedures:** The Private Entity shall be provided with a copy of the contractor's payment application and the Engineer's approved quantity allocation for cost sharing. The Association shall submit payment to the City for its portion of the payment within 14 days of receipt. At the completion of construction, the as-constructed quantities will be reconciled against the agreed upon cost sharing allocation and the Private Entity shall make a final payment to the City within 14 days of the completion of the construction project and associated contract closeout documentation.
- **Required Documentation:** Payments to the construction contractor shall be processed monthly by the City's Engineer. It is anticipated that that construction schedule will be such that no more than four monthly payment applications will be required to complete the project. Both the City and the Association will be provided with copies of the completed payment application and the Engineer's application of the approved cost sharing proration. This documentation shall also include lien waivers and appropriate releases from the contractor, prior to payment.

5. Ownership of Improvements

Ownership of the completed improvements shall be solely dedicated to the City of Charlevoix.

All improvements shall be warranted by the construction contractor as stipulated in the construction contract. Both parties agree to act together as may be necessary to resolve any warranty issues that may arise during the warranty period.

6. Term and Termination

This MOU shall commence on the Effective Date and remain in effect until completion of the project and closeout of all associated contracts, unless terminated earlier by mutual written agreement of the Parties.

7. Miscellaneous

This MOU represents the current understanding of the Parties and may be amended through written agreement signed by authorized representatives of both Parties.

8. Signatures

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates set forth below.

CITY OF CHARLEVOIX

By: _____ (Signature)

Name/Title: _____ Date: _____

PRIVATE ENTITY: Burdco Incorporated (on behalf of Lake Michigan Yacht Sales Charlevoix)

By:  (Signature)

Name/Title: Daniel R. O'Brien – Senior Project Manager Date: 06/08/2026

Charlevoix City Council

All Other Actions and Requests

Title: Rules for Temporary and Occasional Tours

Date: June 15, 2026

Presented By: Mark Heydlauff, City Manager

Background:

Ordinance 873 regulated commercial tours in the City. While the ordinance sets specific rules for tours which are intended to occur multiple times per day, Council directed the City Manager to develop rules for temporary and occasional rules which would be adopted and modified by resolution. This action and resolution would comply with that directive for temporary and occasional tours.

In short, the group size, insurance, advertising, and solicitation requirements remain the same between the two types of tours. Temporary and occasional tours differ in that they may not occur more than twice per day but they may occur in a larger window of hours. A business can fall into one or the other category with the temporary and occasional tours having a license fee of \$100 given the lower intensity of activity for enforcement and regulatory oversight.

Council is free to modify this document and adopt as you see fit. I have reviewed this document with the likely tour operators know at this point. As directed by the ordinance, this is adopted by resolution and does not require all Council members be present.

Recommendation:

Council discussion and direction.

Attachments:

1. 2026-06-01 Resolution Approving Temporary and Occasional Tour Rules

**CITY OF CHARLEVOIX RESOLUTION NO. 2026-06-01
APPROVING RULES FOR TEMPORARY AND OCCASIONAL TOURS**

WHEREAS, Ordinance 873 of 2026 requires the City Council to define and regulate temporary and occasional tours as set forth in Section 115.09; and

WHEREAS, the City Council has reviewed the proposed rules and definition for temporary and occasional tours, attached as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlevoix hereby approves and adopts the rules and definitions for temporary and occasional tours as shown in Exhibit A; and

BE IT FURTHER RESOLVED that these rules shall take effect immediately and shall govern the licensing and operation of temporary and occasional tours within the City.

RESOLVED on this 15th day of June, 2026 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

Exhibit A

Temporary and Occasional Tours

As directed by section 115.09 of Ordinance 873 of 2026, temporary and occasional tours shall be defined and regulated as follows:

Temporary and occasional tours are limited to those tours which may operate no more than twice per day. Tours which may operate more frequently than this shall obtain a license under the requirements of Ordinance 873.

Temporary and occasional tours shall obtain a license; the fee for such license shall be \$100 paid in advance.

In the application for said license, the occasional and temporary tour operator shall:

- Define (with a map) the route(s) within the City of Charlevoix for such tours and the method of conveyance; buses and motor coaches are prohibited
- Shall specify the times and dates of tours; whether they are one time or on a regular schedule
- The nature of the tour

Rules for temporary and occasional tours:

- No group shall contain more than 15 adult patrons
- Voice and sound amplification is not permitted
- No solicitation by tour guides or tour companies is permitted on the streets, sidewalks, or other public ways and property within the city
- Tours may not begin before 9am and must be concluded by 10pm
- Tour operators shall meet the insurance and indemnification requirements of section 115.06.

A license for a temporary and occasional tour may be denied or cancelled for failure to comply with the above rules, for non-compliance with any other City ordinance, or if the temporary and occasional tour is likely to cause conflict with a fully licensed tour already permitted by the City. Such conflicts may include repetition of the same routes, conveyances, or other activity which would reasonably interfere with previously licensed tours.

Tours for field trips for school children and youth, a college or university, or any other governmental unit shall be exempt from this requirement but they must observe traffic laws and conduct their activities in a safe manner that respects private property.

Charlevoix City Council

All Other Actions and Requests

Title: Charter Amendment Referendum on Council Terms

Date: June 15, 2026

Presented By: Mark Heydlauff, City Manager

Background:

Back in February, Council asked the City Attorney to review the City Charter relative to the Council terms of office. As the Charter currently stipulates, each Council member is elected to a two-year term; this places half of Council up for election each year. Last November, the only matter for the election was the vote on three council seats. The November 2025 election cost the City roughly \$4,500.

This amendment would, if approved by voters, change Council terms to four years. If approved, Council members elected this fall would serve a two-year term ending in 2028. Council members elected in 2029, would serve a three-year term to transition to the even-year cycle of elections. Council members elected in 2028 would serve a four-year term followed by four-year terms for those elected in 2032.

Under this proposal, the Mayor's seat has been and would remain up for election every two years in the even-year cycle.

By approving this resolution, you are requesting the Attorney General's office to review the plan and then for Governor Whitmer to authorize the voters of the City to consider this change at the election in November. Action by Council alone will not change the terms.

Recommendation:

Council discussion and direction.

Attachments:

1. 2026-06-02 Ballot Proposal Council Terms

**CITY OF CHARLEVOIX
RESOLUTION NO. 2026-06-02
COUNCIL – TERMS BALLOT LANGUAGE**

WHEREAS, the City of Charlevoix City Council desires to amend the existing city charter; and

WHEREAS, under state law, an amendment to an existing city charter may be proposed by the legislative body of a city on a 3/5 vote of the members-elect; and

WHEREAS, state law requires that if the amendment is proposed by the legislative body of the city, the amendment shall be submitted to the electors of the city at the next regular municipal or general state election, or at a special election, held not less than 60 days after the proposal of the amendment; and

WHEREAS, state law requires that the proposed charter amendments to be submitted to the electors shall be published in full with existing charter provisions that would be altered or abrogated by the proposed charter amendment; and,

WHEREAS, state law requires the purpose of the proposed charter amendment to be designated on the ballot in not more than 100 words; and

WHEREAS, state law requires that the form in which a proposed charter amendment shall appear on the ballot shall be determined by resolution of the legislative body; and

WHEREAS, state law requires that a proposed charter amendment shall be confined to 1 subject, but may include more than 1 related proposition if each proposition is separately stated to afford an opportunity for an elector to vote for or against each proposition;

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby adopts the following ballot language for the potential amendment of the City Charter and directs the Clerk to take appropriate action to put the proposed amendment on the ballot for the November 2026 general election:

Shall Article II Section 2.4 Council – Terms, Article IV Section 4.8 Election of Council Members of the City Charter, and Article XIV Initial Election and Terms of Office be amended to increase the term for each Council member from 2 years to 4 years?

RESOLVED this XX day of June 2026 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

**PROPOSED REVISIONS TO THE CITY CHARTER TO BE PUBLISHED ALONG WITH CITY OF CHARLEVOIX
RESOLUTION NO. 2026-06-02**

Section 2.4 COUNCIL - TERMS The Council members shall be elected for a term of four (4) years. The term of each Council member shall start on the first regular City Council meeting after their election, except as provided for in Article XIV, Section 14.3.

Section 4.8 ELECTION OF COUNCIL MEMBERS One (1) candidate from each ward shall be elected at the annual General Election for a four (4) year term on the City Council by the balloting of the electors of their respective wards. Their terms shall be as set forth in Article II, Section 2.4, except as provided in Article XIV, Section 14.3.

Section 14.3 INITIAL ELECTION AND TERMS OF OFFICE

- a. The first election of City Council members under this Charter shall take place on the first Tuesday after the first Monday in November, 1978. Three (3) Council members shall be elected on that occasion, being one (1) Council member from each of the wards of the City, each of whom shall take office on the second (2nd) Monday in April, 1979, and serve through December 31, 1980. The nomination and election of such Council members shall be in accordance with the provisions of this Charter. The first meeting of the Council under this Charter shall be held on the first (1st) Monday of July, 1978.
- b. The Mayor elected in November, 1978, shall take office on the second (2nd) Monday in April, 1979, and serve through December 31, 1979.
- c. The City clerk elected in November, 1978, shall take office on the second (2nd) Monday in April, 1979, and serve through December 31, 1979.
- d. The City Council members elected in November, 1979, shall take office on the second (2nd) Monday in April, 1980, and serve through December 31, 1981.
- e. The office of Treasurer under the Fourth Class Cities Act shall be abolished and terminated upon the appointment of a Treasurer as hereinbefore provided, such Treasurer to be appointed on the second (2nd) Monday in April, 1979.
- f. City Council members elected in November, 2026 shall serve a term of two (2) years. City Council members elected in November of 2027 shall serve a term of three (3) years. City Council members elected in 2028 and beyond shall serve a term of four (4) years as provided in Article II Section 2.4 and Article IV, Section 4.8. The purpose of the staggered terms in this subparagraph is to facilitate the change from two year terms to four year terms for members of Council.

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: June 15, 2026

Presented By:

Background:

A Charlevoix Community Foundation

I've been working with the Charlevoix County Community Foundation on a couple of potential funds. Several years ago, they introduced the prospect of them managing our Cemetery Perpetual Trust fund which is permitted under Michigan law. I asked them to reconsider this to see if it could be arranged as a non-endowed fund. This would open up the investment opportunities they use while leaving the fund at our discretion if we ever needed it in the future. Secondly, we have also been working further on the prospect of a disaster/incident fund so that if needed, they could be the recipient of charitable donations in the aftermath of a significant mass-casualty/disaster fund. They had renewed discussion and interest around this after responding to the 2025 Ice Storm and watching their peers respond to this spring's flooding. The conversations continue and any changes would require Council approval.

B. GFL/Garbage Questions

Like you, I have had a number of residents inquire about the recent changes made by GFL in collecting bags. To be clear, the City does not have a contractual relationship with GFL for this kind of refuse, we do not set these prices, nor do we collect any fee from GFL. I have also learned that Waste Management has returned to offering some residential pick-up in the City and there may be a third provider though I'm uncertain.

Recommendation:

Attachments:

None

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: June 15, 2026

Presented By:

Background:

Recommendation:

Attachments:

None