CITY OF
CHARLEVOIX

Agenda
City of Charlevoix City Council Regular Meeting
Monday, July 20, 2026 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Presentations**
4. **Inquiry Regarding Conflicts of Interest**
5. **Consent Agenda**
   A. City Council Meeting Minutes — July 6, 2026
   B. Accounts Payable and Payroll Check Registers
   C. Fire/EMS Garage Trench Repair/Replacement
6. **Public Hearings and Actions Requiring Public Hearings**
7. **All Other Actions and Requests**
   A. Lake Charlevoix EMS Authority Articles of Incorporation Amendment
   Mark Heydlauff, City Manager
   B. Chamber of Commerce Building Lease
   Mark Heydlauff, City Manager
   C. Engineer's Contract Amendment: Northside Trail Project
   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
Consent Agenda

Title: City Council Meeting Minutes — July 6, 2026
Date: July 20, 2026

Presented By:

Background:

Recommendation:
Motion to approve the minutes as presented.
Attachments:
1. 2026.07.06 CC DRAFT

City of Charlevoix
City Council Regular Meeting Minutes
Monday, July 6, 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

A. Sail Charlevoix Presentation
Andy Allen- Sail Charlevoix
Andy Allen presented information about Sail Charlevoix's proposal regarding moving locations from Depot Beach to Ferry Beach.

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda
Motion by Parr, seconded by Kalbfell to approve the consent agenda as presented.
Yeas: Hagen, Knapp, Halverson, Spring, Kalbfell, Parr
Nays: None
Motion carried.

A. City Council Meeting Minutes - June 15, 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
06/16/2026	Special Accounts Payable Run	$5,103.64
06/18/2026	Payroll (regular payroll net pay)	$153,751.06
06/18/2026	Payroll Transmittal Checks	$7,292.01
06/22/2026	Special Accounts Payable Run	$27,543.01
07/02/2026	Payroll (net pay)	$173,979.96

07/02/2026	Payroll Remittance Checks	$7,012.00
07/07/2026	Regular Accounts Payable	$512,871.61
06/15/2026-07/02/2026	EFT/WIRE Payments	$599,033.90
07/07/2026	Tax Disbursement	$19,903.03
Grand Total		**$1,506,490.22**
The detailed accounts payable and payroll check registers can be viewed on the City's **website**.		

C. Request to Amend City Street Plan to Include Uptown Lane

Motion to approve Resolution 2026-07-01 as presented.

CITY OF CHARLEVOIX
RESOLUTION NO. 2026-07-01
AMEND CITY STREET PLAN TO INCLUDE UPTOWN LANE

WHEREAS, the City of Charlevoix City Code requires that the naming of any new street be done by resolution; and

WHEREAS, the City approved 14 site condominium units, consisting of two-seven-unit buildings located on the corner of West Hurlbut Street and State Street named Uptown Village on October 13, 2025.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix hereby amends the City Street Plan to include a roadway named *Uptown Lane*.

RESOLVED this 6th day of July 2026 A.D.
The resolution was adopted by the following yea and nay vote:
Yeas: Hagen, Knapp, Halverson, Spring, Kalbfell, Parr
Nays: None
Motion carried.

D. Special Event Request: Homecoming Parade

Motion to approve the Homecoming Parade to take place on Oct 2, 2026.

E. Special Event Request: Story Time in Bridge Park

Motion to approve the use of Bridge Park for story hour hosted by Dockside Books.

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

A. Special Event Request: Apple Fest

Mark Heydlauff, City Manager

City Manager Heydlauff and Chamber President Sarah Van Horn presented information on the Special Event Request: Apple Fest.

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

Motion by Kalbfell, seconded by Spring to approve 2026 Apple Fest as presented and will not close Bridge Street for the event.

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

Nays: None

Motion carried.

B. Renewal of Lake Charlevoix EMS Lease

Mark Heydlauff, City Manager

City Manager Heydlauff presented information on the renewal of Lake Charlevoix EMS Lease.

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

Motion by Parr, seconded by Kalbfell to approve the lease for a five-year term as presented and authorize the City Manager and City Clerk to sign the agreement.

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

Nays: None

Motion carried.

C. Compost Site Rules and Procedures

Mark Heydlauff, City Manager

City Manager Heydlauff presented information on the Compost Site Rules and Procedures.

City Manager Heydlauff answered questions from Council.

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

Motion by Kalbfell, seconded by Halverson to adopt the rules and regulations for the City Compost Site as presented.

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

Nays: None

Motion carried.

8. Reports and Communications

A. Public Comment

- John Jordan, 319 Antrim St., stated his concerns about the condition of Antrim St.
- Sue Kahn, 312 Clinton St., stated her concerns about the Mushroom House tours
- Murray Kahn, 312 Clinton St., stated his concerns about the Mushroom House tours

B. City Manager's Comments

- The goats will be here at the end of August

- The reading of the Declaration of Independence will be on July 8, at 6pm at the pavilion

C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:52 p.m.

____ ____

Sarah J. Dvoracek, City Clerk	Lyle Gennett, Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers
Date: July 20, 2026

Presented By:

Background:

Recommendation:
Motion to approve the accounts payable and payroll check registers as presented.
Attachments:
1. Check Registers 07-20-26 Agenda

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 07/17/2026 - 07/17/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
07/17/2026	147630	4FRONT CREDIT UNION	1,828.92
07/17/2026	147631	AMERICAN FAMILY LIFE	696.61
07/17/2026	147632	BLUE CROSS BLUE SHIELD OF MIC	1,483.91
07/17/2026	147633	CHARLEVOIX STATE BANK	1,645.00
07/17/2026	147634	COMMUNICATION WORKERS OF AMER	672.95
07/17/2026	147635	THE HARTFORD	436.61

1 TOTALS:

Total of 6 Checks:	6,764.00
Less 0 Void Checks:	0.00
Total of 6 Disbursements:	6,764.00

Summary of Check Registers & ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

07/17/26	Payroll Remittance Checks	$	6,764.00
07/17/26	Payroll (regular payroll net pay)	$	173,061.84
07/21/26	Regular Accounts Payable	$	428,944.95
	Checks Sub-Total:	$	608,770.79

HUNTINGTON NATIONAL BANK - EFT/WIRE PAYMENTS

07/03/26	AMG Payment Solutions	$	708.05
07/03/26	AMG Payment Solutions	$	34.99
07/06/26	MI Public Power Agency	$	13,260.47
07/09/26	DTE Energy	$	3,858.58
07/09/26	State of MI (Sales Tax)	$	30,065.92
07/10/26	iSolved Inc.	$	75.00
07/13/26	MI Public Power Agency	$	19,728.48
07/17/26	IRS (Payroll Tax Deposit)	$	63,021.30
07/17/26	Empower Trust Co LLC (HCSP)	$	558.00
07/17/26	MissionSquare 401 Plan	$	1,340.21
07/17/26	MissionSquare 457 Plan	$	29,802.26
07/17/26	MissionSquare Roth IRA	$	1,475.00
07/17/26	State of MI (Withholding Tax)	$	9,519.97
	ACH Sub-Total:	$	173,448.23
	Huntington National Bank Total:	$	782,219.02

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

07/21/26	Tax Refund Disbursement	$	7,921.49
	Charlevoix State Bank Total:	$	7,921.49
	Grand Total:	$	790,140.51

APPROVED: CITY MANAGER CITY TREASURER CITY CLERK

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CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 0000000053

Name	Check Date	Gross	Net
HEYDLAUFF, MARK L.	07/17/2026	6,309.84	4,256.41
DVORACEK, SARAH J.	07/17/2026	3,483.40	2,475.64
KLOOSTER, ALIDA K.	07/17/2026	3,137.79	2,081.88
BARNEVELD, RICHELLE L.	07/17/2026	2,236.00	1,583.03
SCHULZ, GINNY L.	07/17/2026	2,335.21	1,569.57
JENKINS, JESSICA-RAE A.	07/17/2026	2,348.41	1,861.72
MILLER, FAITH G.	07/17/2026	478.51	329.94
MCGINN, KELLY A.	07/17/2026	3,869.90	1,981.52
SCHEEL, JONATHAN D.	07/17/2026	3,277.88	2,313.83
MCDONNELL, JILL L.	07/17/2026	3,822.43	2,228.94
UMULIS, MATTHEW T.	07/17/2026	4,505.24	2,854.21
ORBAN, BARBARA K.	07/17/2026	3,923.36	2,169.16
RILEY, DENISE M.	07/17/2026	768.50	628.98
MUNK, CHRISTOPHER J.	07/17/2026	2,613.60	1,587.55
CHRISTIANSEN, BRIAN D.	07/17/2026	2,512.40	1,749.90
MARTIN, DONALD L.	07/17/2026	5,848.92	4,062.98
KORTZ, DAKOTA T.	07/17/2026	2,623.15	1,865.41
YOUNG, KRISTEN L.	07/17/2026	2,228.09	1,599.38
CONWAY, PATRICK G.	07/17/2026	1,320.50	1,095.99
MACGILLIVRAY, ROGER	07/17/2026	1,307.25	1,068.47
DOTSON, WILLIAM R.	07/17/2026	388.50	342.27
KALLMAN, ARIN J.	07/17/2026	927.50	817.13
UMULIS, NOAH T.	07/17/2026	63.75	58.88
WURST, RANDALL W.	07/17/2026	4,903.77	2,864.98
HILLING, NICHOLAS A.	07/17/2026	3,704.47	2,315.56
MEIER III, CHARLES A.	07/17/2026	2,800.33	1,678.77
ZACHARIAS, STEVEN B.	07/17/2026	3,085.13	1,872.18
NEWMAN, MARK J.	07/17/2026	3,661.50	2,402.40
LOUGHMILLER, JOHN A.	07/17/2026	4,406.06	3,047.15
COLLINS, TIMOTHY E.	07/17/2026	2,538.58	1,828.73
GOWARD, JEFFERY D.	07/17/2026	5,546.16	3,560.86
EATON, BRAD A.	07/17/2026	5,201.99	3,254.51
WILSON, TIMOTHY J.	07/17/2026	4,577.52	3,277.95
STERRETT, PHILLIP R.	07/17/2026	3,835.48	2,141.60
STEVENS, BRANDON C.	07/17/2026	5,609.12	3,349.57
WHITLEY, ANDREW T.	07/17/2026	5,028.06	3,066.02
FARRELL, MITCHELL L.	07/17/2026	5,460.17	3,351.35
BACHMANN, ELIZABETH A.	07/17/2026	2,682.41	1,884.44
KENWABIKISE, DAVID L.	07/17/2026	2,500.00	1,710.44
KLOOSTER, JACOB W.	07/17/2026	1,280.00	1,015.89
ELLIOTT, PATRICK M.	07/17/2026	5,546.16	3,790.93
MORRISON, KEVIN P.	07/17/2026	2,913.65	1,737.15
FURGESON, JUSTIN L.	07/17/2026	3,180.87	2,246.37
BRADLEY, KELLY R.	07/17/2026	3,647.91	2,199.56
HART II, DELBERT W.	07/17/2026	2,794.64	1,776.68
JONES, ROBERT F.	07/17/2026	2,676.86	1,672.30
THORP, WILLIAM D.	07/17/2026	2,370.84	1,438.83
LEITNER, RYAN S.	07/17/2026	3,018.06	1,934.16
NOWKA, STEPHEN P.	07/17/2026	3,089.99	2,263.24
RILEY, DANIEL A.	07/17/2026	3,518.47	2,487.31
REID, ROB A.	07/17/2026	2,429.60	1,676.46
DORAN, JUSTIN J.	07/17/2026	3,585.01	2,727.46
NEDWICK, DAVID J.	07/17/2026	740.00	659.15
CONWAY, ANNEMARIE	07/17/2026	703.00	610.96
FINNERTY, HOLLY E.	07/17/2026	1,368.00	1,124.90
WEAVER-WEIDLICH, DOMINIK T.	07/17/2026	966.88	817.07
LEITNER, DARICK B.	07/17/2026	1,020.00	858.54
SELPH, AURELIUS W.	07/17/2026	540.00	475.74
POIROT, KENNETH R.	07/17/2026	854.25	738.73
FREY, DYLAN V.	07/17/2026	1,161.00	927.68
JOHNSON, RANDY J.	07/17/2026	1,216.00	1,071.28
SPEER, LIAM M.	07/17/2026	879.75	749.00
KUHN, JAMES A.	07/17/2026	1,250.00	1,035.09
WOOD, DIANA G.	07/17/2026	117.00	103.07
HIGGINS, THERESE M.	07/17/2026	351.50	309.67
CRANDELL, ZACKARY R.	07/17/2026	1,165.50	960.58
RABIDEAU, JACOB L.	07/17/2026	1,246.50	1,032.43
BORTHS, MICHAEL J.	07/17/2026	931.88	789.74
KNORR, KENT J.	07/17/2026	3,751.91	2,639.78
ANZELL, BETH A.	07/17/2026	2,403.21	1,773.09
STEBE, LAURA A.	07/17/2026	20.00	18.47
STEWART, SPENCER P.	07/17/2026	1,395.00	1,145.45
BLECKE, SKYLAR T.	07/17/2026	1,280.00	992.76

Name	Check Date	Gross	Net
LAVOIE, AUBREY J.	07/17/2026	1,280.00	984.32
LLEWELLYN, OLIVIA M.	07/17/2026	1,280.00	983.60
GALSTERER, CAROLINE R.	07/17/2026	1,280.00	977.14
CUNNINGHAM, ABIGAIL A.	07/17/2026	2,800.00	2,163.67
WALKER, MEREDITH A.	07/17/2026	1,912.16	1,617.24
LESCAVAGE, LANDON T.	07/17/2026	1,472.50	1,118.38
GLOTZHOBER, RUTH S.	07/17/2026	1,240.00	938.34
ROHRER, MAYA R.	07/17/2026	1,198.50	953.97
KOKKO, MYLEIGH E.	07/17/2026	1,159.38	966.14
HUNTER, AVIANA E.	07/17/2026	724.00	627.36
SNYDER, CAMERON L.	07/17/2026	1,215.50	1,018.48
KOPYTKO, KOEN W.	07/17/2026	437.75	382.49
CUNNINGHAM, CORDELIA R.	07/17/2026	939.25	756.68
SAUER, JOHN V.P.	07/17/2026	352.75	316.11
STURTZ, ELLA G.	07/17/2026	1,281.88	1,059.36
SUSTIC, LORELEI M.	07/17/2026	1,282.50	1,059.82
PHILP, DAVAYAH A.	07/17/2026	1,760.00	1,432.85
HOSLER, ISABELLA C.	07/17/2026	1,190.00	989.43
GERLACH, MAREN R.	07/17/2026	140.00	123.34
MAY, MADALYNE M.	07/17/2026	56.88	50.10
PECK, KIRSTEN M.	07/17/2026	1,388.88	1,140.78
GILL, DAVID R.	07/17/2026	1,369.20	1,143.58
LABLANCE, MAUREEN J.	07/17/2026	433.13	391.24
LIVINGSTON, BRIAN D.	07/17/2026	2,993.08	2,327.69
WHITLEY, BENJAMIN W.	07/17/2026	945.00	799.97
KLOOSTER, PATRICK H.	07/17/2026	693.00	503.15
COX, RONALD L.	07/17/2026	333.00	243.38
PARKER, SCOTT W.	07/17/2026	222.75	205.71
PETROSKY, TIMOTHY D.	07/17/2026	206.25	181.70
DRENTH, MARK E.	07/17/2026	849.75	668.28
NISWANDER, WILLIAM M.	07/17/2026	1,149.50	943.26
DOAN, RALPH W.	07/17/2026	403.00	355.05
MOORE, GARY G.	07/17/2026	406.88	368.11
METZGER, CHARLES R.	07/17/2026	387.50	351.04
SCHOLEY, ROBERT W.	07/17/2026	4,392.31	3,003.89
MCCRANEY, RUSSELL R.	07/17/2026	3,612.30	2,685.42
POSTMUS, ANTHONY H.	07/17/2026	2,906.99	2,037.11
REECE, DANIEL A.	07/17/2026	4,252.96	3,069.43
KISSINGER, BRADY A.	07/17/2026	4,145.14	2,634.10
GRAY, DAVID A.	07/17/2026	2,802.46	2,078.75
WADKINS, LOGAN M.	07/17/2026	2,068.45	1,422.56
Totals: 114		248,248.90	173,061.84

Approved By: Peggy M'Lu Date: 7/14/26

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
07/21/2026	147636	ACE HARDWARE	7,953.32
07/21/2026	147637	AMAZON CAPITAL SERVICES	591.54
07/21/2026	147638	AMERICAN LEGION AUXILLARY	2,871.91
07/21/2026	147639	ANDREA MERVAU	7.42
07/21/2026	147640	APX INC - 9551	32.89
07/21/2026	147641	AT YOUR SERVICE PLUS INC	140.00
07/21/2026	147642	AT&T MOBILITY	85.12
07/21/2026	147643	AUTO-WARES GROUP	1,978.99
07/21/2026	147644	AUTOMATIC DOOR SERVICE INC	1,229.90
07/21/2026	147645	AVFUEL CORPORATION	52,632.47
07/21/2026	147646	AW & SONS SERVICES LLC	141.20
07/21/2026	147647	BLUE CROSS BLUE SHIELD OF MIC	655.78
07/21/2026	147648	BLUE CROSS BLUE SHIELD OF MIC	55,666.64
07/21/2026	147649	CCP INDUSTRIES INC	327.83
07/21/2026	147650	CHARLEVOIX COUNTY CLERK	3,150.00
07/21/2026	147651	CHARLEVOIX ELECTRIC LLC	5,175.88
07/21/2026	147652	CHARLEVOIX TOWNSHIP TREASURER	44,550.00
07/21/2026	147653	CHARLEVOIX TOWNSHIP TREASURER	38,875.00
07/21/2026	147654	CHARTER COMMUNICATIONS	1,627.11
07/21/2026	147655	CHEMICAL SYSTEMS INC.	6,048.00
07/21/2026	147656	COLIN MORRIS	15.86
07/21/2026	147657	CONWAY PROFESSIONAL SERVICES	12,666.50
07/21/2026	147658	DITCH WITCH SALES OF MICHIGAN	1,691.08
07/21/2026	147659	DROST LANDSCAPE	930.00
07/21/2026	147660	ECONO SIGNS LLC	1,661.10
07/21/2026	147661	EJ USA INC.	4,250.41
07/21/2026	147662	EMORY WHALEY	10.70
07/21/2026	147663	FAITH G MILLER	32.63
07/21/2026	147664	FAMILY FARM AND HOME	220.83
07/21/2026	147665	FARMER WHITE'S	189.00
07/21/2026	147666	FREEDOM MAILING SERVICES INC	2,458.21
07/21/2026	147667	GFL ENVIRONMENTAL	2,711.83
07/21/2026	147668	GORDON FOOD SERVICE	228.75
07/21/2026	147669	GRAINGER	141.88
07/21/2026	147670	GRP ENGINEERING INC	13,148.98
07/21/2026	147671	GUNTZVILLERS FARM LLC	303.00
07/21/2026	147672	HARBOR FENCE COMPANY	1,905.53
07/21/2026	147673	HARRELL'S LLC	2,585.40
07/21/2026	147674	HYDROCORP	2,243.50
07/21/2026	147675	IDI	75.00
07/21/2026	147676	INTEGRITY BUSINESS SOLUTIONS	94.43
07/21/2026	147677	IPS GROUP INC	2,622.74
07/21/2026	147678	JEREMY GODFREY	33.25
07/21/2026	147679	JOJO'S COOKIE COMPANY LLC	54.00
07/21/2026	147680	JUSTIN KOZIOL	6.23
07/21/2026	147681	KALAMAZOO SANITARY SUPPLY LLC	3,822.46
07/21/2026	147682	KEEP CHARLEVOIX BEAUTIFUL	10,000.00
07/21/2026	147683	KELLY R BRADLEY	65.00
07/21/2026	147684	KK'S FARM	126.00
07/21/2026	147685	LAURIE HUGHES	371.00
07/21/2026	147686	LENSLOCK INC	11,590.00
07/21/2026	147687	MANTHEI CONSTRUCTION	59,816.10
07/21/2026	147688	MANTHEI CONSTRUCTION	1,939.13
07/21/2026	147689	MARK L HEYDLAUFF	1,149.01
07/21/2026	147690	MCCARDEL CULLIGAN WATER COND	55.50
07/21/2026	147691	MEREDITH A WALKER	32.22
07/21/2026	147692	MICHIGAN STATE POLICE	30.00
07/21/2026	147693	MISSION COMMUNICATIONS LLC	885.70
07/21/2026	147694	MSA SAFETY SALES LLC	3,773.37
07/21/2026	147695	MUTT MITT	2,774.70
07/21/2026	147696	NUCO2 LLC	146.73
07/21/2026	147697	OHM ADVISORS	5,524.90
07/21/2026	147698	OLSON & HOWARD PC	3,964.00
07/21/2026	147699	OTEC	231.00
07/21/2026	147700	PENINSULA FIBER NETWORK LLC	360.00
07/21/2026	147701	PERFORMANCE ENGINEERS INC	4,739.00
07/21/2026	147702	PHILLIP R STERRETT	419.92
07/21/2026	147703	POWER LINE SUPPLY	4.00
07/21/2026	147704	POWER SYSTEM ENGINEERING INC	6,305.00
07/21/2026	147705	POWERPLAN	5,693.34

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 07/21/2026 - 07/21/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
07/21/2026	147706	PROVIDENCE FARM LLC	64.00
07/21/2026	147707	QUADIENT INC	180.00
07/21/2026	147708	RANGE TELECOMMUNICATIONS	214.00
07/21/2026	147709	RAVEN HILL DISCOVERY CENTER	176.80
07/21/2026	147710	REINDERS INC	650.00
07/21/2026	147711	ROBERT TIMMS	105.00
07/21/2026	147712	RYAN'S AUTO CARE	6,674.94
07/21/2026	147713	SARAH DVORACEK	106.01
07/21/2026	147714	SPARTAN STORES LLC	144.84
07/21/2026	147715	STANDISH MILLING	435.40
07/21/2026	147716	STAPLES	1,527.75
07/21/2026	147717	STATE OF MICHIGAN	5,731.64
07/21/2026	147718	SUMMIT FIRE PROTECTION	780.00
07/21/2026	147719	TELNET WORLDWIDE	177.45
07/21/2026	147720	THE OTHERSIDE FERTILIZER COMP	10,440.00
07/21/2026	147721	UNIFIRST CORPORATION	341.39
07/21/2026	147722	UPSTREAM COFFEEWORKS	29.00
07/21/2026	147723	USA TODAY MEDIA CORP	309.92
07/21/2026	147724	USABLUEBOOK	446.86
07/21/2026	147725	VILLAGE GRAPHICS INC	2,570.03
1 TOTALS:			
Total of 90 Checks:			428,944.95
Less 0 Void Checks:			0.00
Total of 90 Disbursements:			428,944.95

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 07/03/2026 - 07/03/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
07/03/2026	557(E)	AMG PAYMENT SOLUTIONS	708.05
07/03/2026	558(E)	AMG PAYMENT SOLUTIONS	34.99
1 TOTALS:			
Total of 2 Checks:			743.04
Less 0 Void Checks:			0.00
Total of 2 Disbursements:			743.04

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 07/06/2026 - 07/06/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
07/06/2026	553(E)	MICHIGAN PUBLIC POWER AGENCY	13,260.47
1 TOTALS:			
Total of 1 Checks:			13,260.47
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			13,260.47

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
07/09/2026	554(E)	DTE ENERGY	3,858.58
07/09/2026	555(E)	STATE OF MICHIGAN	30,065.92
1 TOTALS:			
Total of 2 Checks:			33,924.50
Less 0 Void Checks:			0.00
Total of 2 Disbursements:			33,924.50

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 07/10/2026 - 07/10/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
07/10/2026	559(E)	ISOLVED INC.	75.00
1 TOTALS:			
Total of 1 Checks:			75.00
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			75.00

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 07/13/2026 - 07/13/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
07/13/2026	556(E)	MICHIGAN PUBLIC POWER AGENCY	19,728.48
1 TOTALS:			
Total of 1 Checks:			19,728.48
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			19,728.48

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
07/17/2026	560(E)	**EFTPS* Payroll Taxes	63,021.30
07/17/2026	561(E)	EMPOWER TRUST COMPANY LLC	558.00
07/17/2026	562(E)	MissionSquare - 401 Plan 1091	1,340.21
07/17/2026	563(E)	MissionSquare - 457 Plan 3009	29,802.26
07/17/2026	564(E)	MissionSquare - Roth IRA 7061	1,475.00
07/17/2026	565(E)	STATE OF MICHIGAN	9,519.97
1 TOTALS:			
Total of 6 Checks:			105,716.74
Less 0 Void Checks:			0.00
Total of 6 Disbursements:			105,716.74

BANK CODE: 2 - TAX CASH - CSB - CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Amount
Bank 2 TAX CASH - CSB			
07/21/2026	4384	BRUMMER CHRISTINE E	7,921.49
2 TOTALS:			
Total of 1 Checks:			7,921.49
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			7,921.49

Charlevoix City Council
Consent Agenda

Title: Fire/EMS Garage Trench Repair/Replacement
Date: July 20, 2026

Presented By:

Background:
The apparatus bay floor drains at the City of Charlevoix Fire/EMS are approximately 40 years old. The apparatus bay contains two 64-foot trench drains—one located at the front of the bay and one at the rear. During a routine maintenance inspection and cleaning of the trench drains, staff discovered that the concrete side walls supporting the drain grates had significantly deteriorated and eroded. The erosion has compromised the structural support for the trench drain grates, creating a safety concern for fire apparatus and personnel and necessitating replacement of the system.

The project was publicly advertised for bid on two separate occasions. No bids were received during the initial solicitation. Following a second advertisement, the City received one responsive bid from Stevens Concrete Co.

We budgeted $80,000 for this project in the Building Capital Improvement fund. The total cost to remove and replace both 64-foot trench drains is $76,080.00. Stevens Concrete Co. requires a $38,000.00 deposit upon award of the contract to order the Trench Drain Systems (TDS) materials and associated components. The remaining balance of $38,080.00 will be due upon completion of the project and receipt of the invoice.

Recommendation:
Motion to award the contract to Stevens Concrete Company in the amount of $76,080.00 for the replacement of the trench floor drain system and authorize the City Manager to sign the proposal.

Attachments:
1. Bid from Steven's Concrete

CITY OF CHARLEVOIX

Fire Bay Floor Drain Wall Replacement
Bid Opening
July 1 2026 ~~06/11/2026~~
~~3pm~~ 1pm

Bidder Name	Comments
Stevens Concrete	$38,040/Drain

STEVENS CONCRETE CO.
510 WEST UPRIGHT • CHARLEVOIX, MI 49720
License# 210219655
(231) 547-5757 or (231) 675-4063

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO: CITY OF CHARLEVOIX C/O JILL McDONNELL	PHONE	DATE 6/18/2026
STREET: 210 STATE STREET	JOB NAME: TRENCH DRAIN FIREDEPARTMENT	
CITY, STATE AND ZIP CODE: CHARLEVOIX MI 49720	JOB LOCATION: SAME	
ARCHITECT / DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for: REMOVE AND REPLACE 64' OF TRENCH DRAIN IN FIREDEPARTMENT BARN

CUT AND REMOVE EXSISTING TRENCH DRAIN
REPLACE WITH T.D.S. DRAIN SYSTEM
12" WIDE POSITIVE FLOW FROM NORTH TO SOUTH
HOOK TO EXISTING DRAIN PIPE.
REMOVE AND DISPOSE OF DEBRIS

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

THIRTY-EIGHT THOUSAND FORTY & XX/100 dollars ($ 38,040 00 X2).

Payment to be made as follows:
$19,000 DEPOSIT TO ORDER DRAIN PARTS BALANCE DUE UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature [signature]

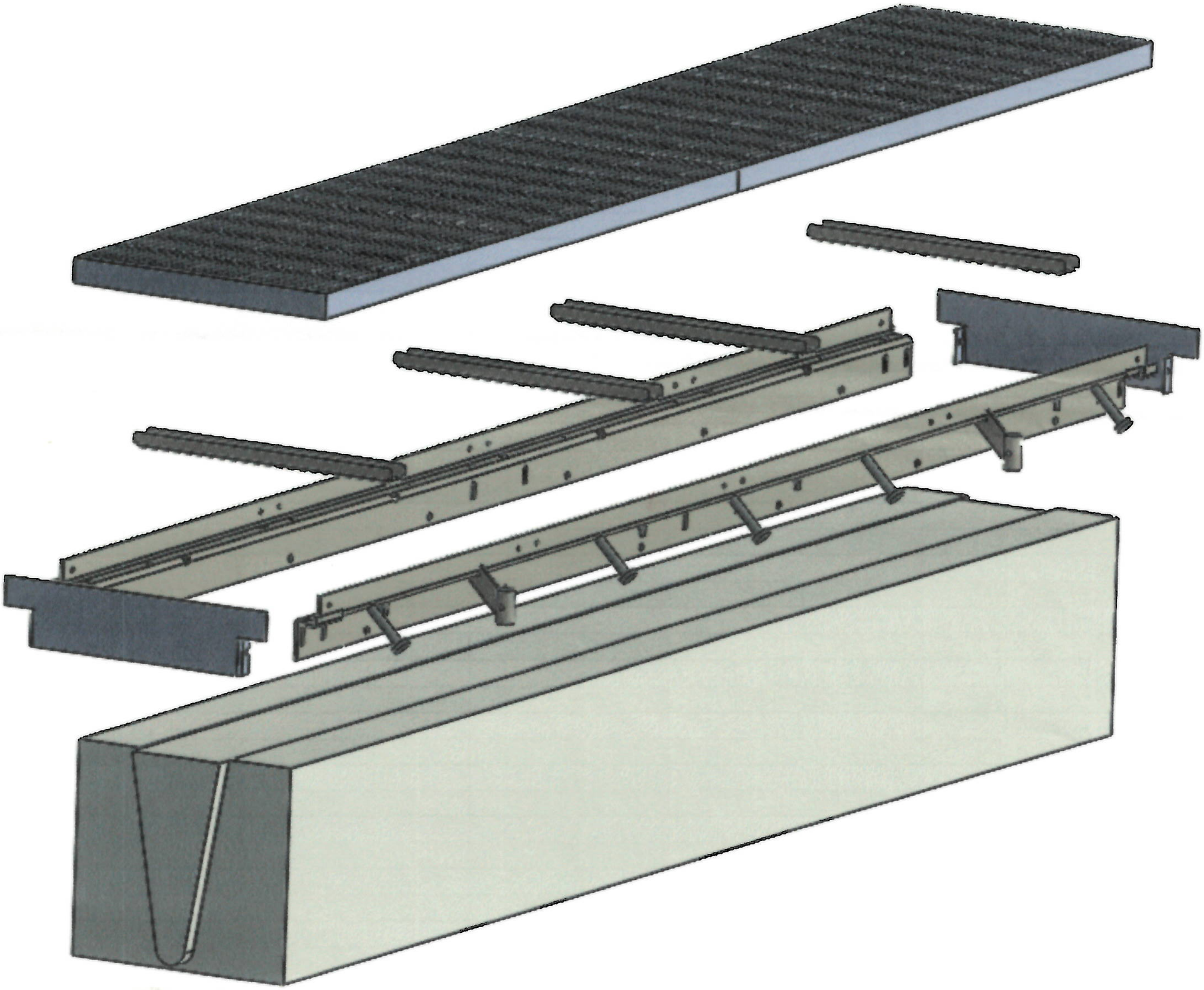
Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature ____________

Date of Acceptance ____________ Signature ____________

PACC-693-3
PRINTED IN U.S.A.



TDS
TRENCH DRAIN SYSTEMS

610-638-1221
sales@trenchdrain.com
PO BOX 377 - FREMONT, OH 43420

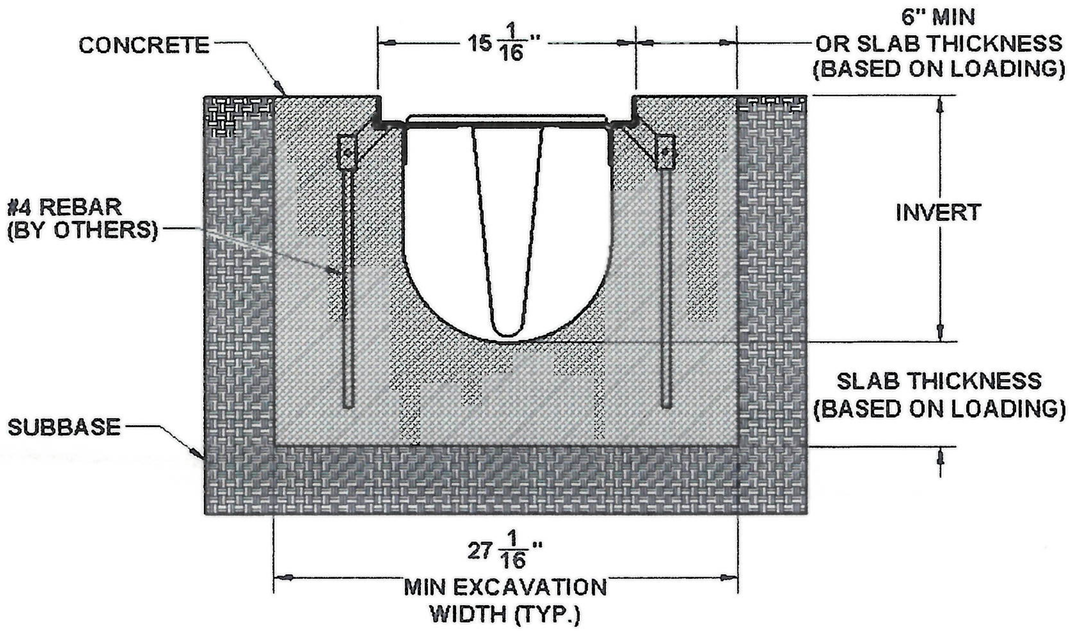
PROJECT ID:
CONTRACT NO: ____________________

LOCATION: ____________________

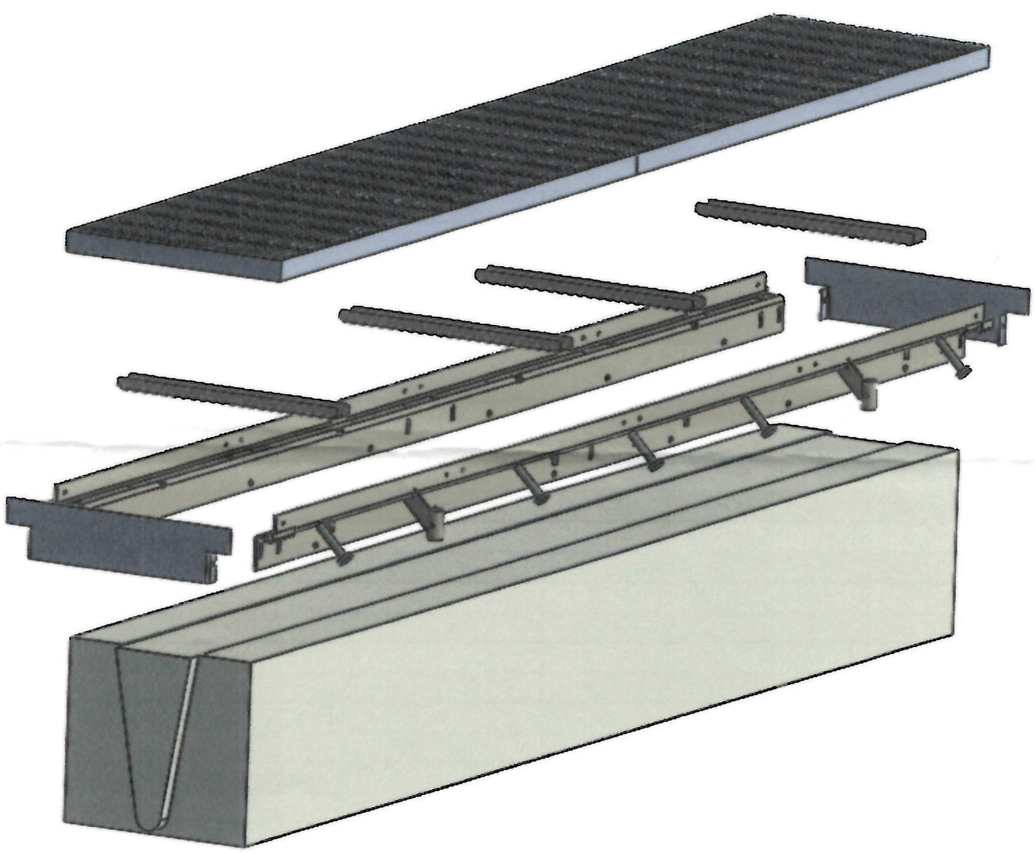
RELEASED: 10.2.25
REVISION: -

FE1200 - FE1215	TRENCH•ERA FE1200 STANDARD EPS FOAM CHANNEL FORMS

	INLET	OUTLET	FLOW RATE (GPM)
FE1200N	9.70" [246.38]	9.70" [246.38]	



LIT-10-01 - FE Series
Installation.pdf
1.5 MB



Charlevoix City Council

All Other Actions and Requests

Title: Lake Charlevoix EMS Authority Articles of Incorporation Amendment
Date: July 20, 2026

Presented By: Mark Heydlauff, City Manager

Background:
Earlier this year, Council approved changes to the Lake Charlevoix EMS Authority to welcome Norwood as an incorporating municipality in the Authority. Earlier this month, the Bay Township board voted to also join the authority as an incorporating municipality. Under the authority's articles, each member must vote to accept new members. Your motion to approve this amendment will satisfy this requirement.

Briefly, adding Bay Township to the Authority will increase the tax base of the Authority and reduce the August millage request on the November ballot. The change will accommodate staff and service mostly from the Northside Station in Hayes Township and the Authority has reviewed the usage of Bay Township over the past few years and believes the added coverage area will fit well in the existing staffing levels.

Recommendation:
Motion to approve the amendments to the Lake Charlevoix EMS Articles of Incorporation and the inclusion of Bay Township as an incorporating member of the Authority.

Attachments:
1. Draft Authroity Articles July 2026

ARTICLES OF INCORPORATION OF
THE LAKE CHARLEVOIX EMERGENCY MEDICAL SERVICE AUTHORITY

As Last Amended ____May 4__________________, 2026

The below copy of the Authority Articles of Incorporation shall constitute an amendment of the Intergovernmental Agreement Creating Articles of Incorporation of the Lake Charlevoix Emergency Medical Service Authority.

RECITALS

A. The Incorporating Municipalities and other members below recognize that a stable and reliable ambulance service is essential to the health, safety, and general welfare of the residents and visitors within their respective municipalities.

B. The Incorporating Municipalities and other members below recognize that to individually provide emergency medical services to their constituents presents financial and administrative challenges which would jeopardize the continued ability to provide stable and reliable ambulance services within their respective municipalities.

C. This Interlocal Agreement will provide a platform for stable and reliable ambulance services within the respective municipalities.

D. The maintenance of an ambulance authority is authorized by Act 57 of the Public Acts of 1988, as amended (The Municipal Emergency Services Act), being MCL 124.601, et seq or successor statute (the Act). Citations to the Act or other laws have been provided in these Articles purely for convenience; however, should a provision of the Act or state law change, or circumstances arise making a citation incorrect, the binding state law shall govern.

E. The Incorporating Municipalities and below members, therefore, desire to enter into this Agreement, incorporating an ambulance authority, to provide the needed financial assistance to ensure a stable and reliable ambulance service within their respective municipalities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Incorporating Municipalities hereby agree to incorporate the following ambulance authority, under the terms and conditions provided herein, pursuant to the provisions of the Act:

ARTICLES OF INCORPORATION

I. NAME

The name of the ambulance authority shall be the "Lake Charlevoix Emergency Medical Service Authority."

II. APPROVED CONTRACTING MUNICIPALITIES, NEW INCORPORATING MUNICIPALITIES, & PROVISIONAL INCORPORATING MUNICIPALITIES

A. New Incorporating Municipalities and Provisional Incorporating Municipalities

A new township, village, city, or county may become part of the Authority as a new member. To become a new Incorporating Municipality: (1) the Authority Board by unanimous vote must recommend adding the new municipality and amending the Articles to add the new member; and (2) the legislative body of every member of the Authority (including Incorporating Municipalities, Approved Contracting Municipalities, and Provisional Incorporating Municipalities) must approve the new membership of the municipal entity by motion or resolution that authorizes amending these Articles to list the new municipality as an Incorporating Municipality below this paragraph in a numbered list. After requisite votes, the Authority Board President may coordinate with Authority legal counsel to accomplish all filing and related tasks to effectuate the amendment to these Articles. Such vote by the legislative bodies must take place within 60 days of the Authority's Board of Directors recommending addition of that municipality by unanimous vote. Should a legislative body of a member municipality vote against the Authority's recommendation to add a new member pursuant to the above, the following shall apply: (1) the legislative body must articulate the reasons against addition of such member; and (2) the Authority Board can require that legislative body to hold a public hearing within 21 days of the denial vote as a joint meeting with the Authority Board or Executive Council to reconsider the decision.

New Incorporating Municipalities

1. Bay Township, a Michigan general law township, whose address is 05045 Boyne City Road, Boyne City, MI 49712

Should a new Incorporating Municipality be voted in prior to a tax levy affecting it by the Authority, the new Incorporating Municipality shall be considered a "Provisional Incorporating Municipality" (a subset of a Incorporating Municipality) and hold all powers, rights, obligations, and privileges of an Incorporating Municipality; however, it shall pay the Authority for service the equivalent the Authority tax levy (e.g., millage rate) within 30 days of joining the Authority that shall be an annual pro-rated amount until January 1st of the next year. For following years until the municipality is subject to an Authority tax levy, Provisional Incorporating Municipalities must pay the Authority the entire annual equivalent to the Authority tax levy (e.g., millage rate) for the following year by February 20th.

B. Approved Contracting Municipalities

The Incorporating Municipalities hereby agree to recognize a class of municipalities that will contract with the Authority to provide ambulance services within a portion of those municipalities, as specified in the contract. This class of municipalities shall be known as "Approved Contracting Municipalities." All Approved Contracting Municipalities shall possess the rights and obligations as specified in these Articles of Incorporation. The Incorporating Municipalities hereby agree and approve the following municipalities as Approved Contracting Municipalities:

~~**Norwood Township,** a Michigan general law township, whose address is 00640 Lake Shore Drive, Charlevoix, MI 49720.~~

Eveline Township, a Michigan general law township, whose address is 8525 Ferry Rd, East Jordan, MI 49727.

Additional municipalities may become Approved Contracting Municipalities by a unanimous recommending vote of the Authority Board to amend the Articles for the addition and approval of the amendment to the Articles for the addition by motion or resolution of legislative bodies of all Incorporating Municipalities, Approved Contracting Municipalities, and Provisional Incorporating Municipalities. After requisite votes, the Authority Board President may coordinate with Authority legal counsel to accomplish all filing and related tasks to effectuate the amendment to these Articles. Votes by such legislative bodies must occur within 60 days of the Authority's Board recommending addition of that municipality as an Approved Contracting Municipality by unanimous vote. After requisite votes, the Authority Board President may coordinate with Authority legal counsel to accomplish all filing and related tasks to effectuate the amendment to these Articles. Should a legislative body of a member municipality vote against the Authority's recommendation to add a new Approved Contracting Municipality pursuant to the above, the following shall apply: (1) the legislative body must articulate the reasons against addition of such member; and (2) the Authority Board can require that legislative body to hold a public hearing within 21 days of the denial vote as a joint meeting with the Authority Board or Executive Council to reconsider the decision.

Nothing in this Article, however, shall be construed to limit the power of the Authority Board to contract with other municipalities to provide ambulance services under the terms and conditions of agreements approved by the Authority Board. Any such contract will not confer upon the contracting municipality recognition as an Approved Contracting Municipality, unless these

Articles of Incorporation are amended as provided in this Article.

C. Administrative

For purposes of these Articles, Provisional Incorporating Municipalities shall be subject to all terms, conditions, and obligations of Incorporating Municipalities within the Articles but for the payment terms addressed above. This shall apply even if these Articles in certain places reference / differentiate against Incorporating Municipalities and Provisional Incorporating Municipalities.

Moreover, references to “member municipalities” or simply “members” mean Incorporating Municipalities, Provisional Incorporating Municipalities, and Approved Contracting Municipalities.

III. PURPOSE

The Authority shall provide ambulance services within the total territory of the Incorporating Municipalities and within those portions of the Approved Contracting Municipalities as specified in the written contracts with the Authority. In addition, the Authority shall provide ambulance services as specified in any other written agreement for ambulance services with the Authority Board.

As used in these Articles of Incorporation, the term "ambulance services" includes providing all types of emergency medical services, including but not limited to basic life support, limited advanced life support, and advanced life support; ambulance vehicles; non-transport pre-hospital life support vehicles; and all equipment required to carry out the above purposes.

IV. LEGAL ENTITY

As provided in Section 6 of the Act, the Authority shall be a separate body corporate, with power to sue or be sued in any court of this state. The Authority shall possess all the powers necessary to carry out the purposes of its incorporation, and those incident to those purposes. The enumeration of the powers in these Articles of Incorporation shall not be construed as a limitation upon the Authority's general powers.

V. POWERS

The Authority shall have the following powers, which shall be liberally construed in its favor:

A. All powers provided in the Act, now or in the future, in connection with the operation or maintenance of ambulance services.

B. To acquire real and personal property by purchase, lease, gift, devise, or condemnation, either within or without its corporate limits.

C. To hold, manage, control, sell, exchange, or lease the real and personal property it has acquired.

D. To condemn private property under Act No. 149 of the Public Acts of 1911, being sections 213.1 to 213.25 of the Michigan Compiled Laws, and the uniform condemnation procedures act, Act No. 87 of the Public Acts of 1980, being sections 213.1 to 213.77 of the Michigan Compiled Laws.

E. Subject to Section 10 of the Act, to hire and discharge employees and/or volunteers as shall be necessary for the proper and efficient operation and maintenance of the ambulance services, and attorneys, accountants, clerical staff, and consultants as the authority considers necessary to carry out the purposes of the Authority.

F. To adopt bylaws and rules of administration to accomplish the purposes of the Act, including but not limited to, establishing rules and regulations for the governance of the Authority's employees and/or volunteers and for the care and management of the Authority's equipment and property.

G. To apply for and accept grants, loans, or contributions from the federal government or any of its agencies, the state, or other public or private agencies to be used for any of the purposes of the Act and to do any and all things within its express or implied powers necessary or desirable to secure that financial or other aid or cooperation in the carrying out of any of the purposes of the Act.

H. To enter into any contracts with other entities not prohibited by law.

I. To investigate emergency services requirements, needs, and programs and engage, by contract, consultants as may be necessary and cooperate with the federal government, state, political subdivisions, and other authorities in those investigations.

J. To levy a tax on all of the taxable property within the limits of the Authority (within the territory of the Incorporating Municipalities) for the purposes of the Authority.

K. To carry over fund balances from year to year consistent with sound financial management for capital improvements, equipment purchases, contingencies and other similar purposes for which contingency fund balances are customary.

L. To take any additional action or make any policy necessary to implement these powers or carry out the purposes of the Authority.

VI. LIMITATIONS

The Authority may not obligate any of the Incorporating Municipalities or any Approved Contracting Municipalities to pay any debt of the Authority, except as provided in these Articles of Incorporation.

VII. BOARD OF DIRECTORS AND EXECUTIVE COUNCIL

A. The Authority shall be governed by a Board of Directors (the Authority Board). The Authority Board shall exercise final authority regarding the powers of the Authority. The Authority Board may delegate to its staff, volunteers and committees including any Executive Council such powers as it deems appropriate, as long as such delegation does not create a conflict of interest or is otherwise unlawful.

B. The initial Authority Board was comprised of five (5) members with staggered terms. The legislative body of each Incorporating Municipality and Approved Contracting Municipality shall appoint one (1) member to the Authority Board. Each member of the Authority Board appointed shall be a resident of the municipality making the appointment. All members of the Authority Board shall serve for a term of three (3) years, or until his or her successor is appointed and assumes office. The Board may, at its discretion, appoint an additional at-large Board member, who shall serve a term of three (3) years. The at-large member shall reside within the ambulance authority district and shall have the same rights and privileges as those rights and privileges of the other Authority Board members.

C. Any Authority Board member appointed by a legislative body may be removed from the Authority Board by the legislative body which made the appointment following written reasons and a public hearing. Any vacancy that occurs on the Authority Board shall be filled by the legislative body making the original appointment for the balance of the term being filled.

D. A quorum of the Authority Board necessary to conduct business shall be a majority of the entire board membership. All decisions of the Authority Board shall be made by the vote of a majority of the board members present and voting. As additional municipalities become Approved Contracting Municipalities or Incorporating Municipalities pursuant to Article II, then such additional member municipalities shall be entitled to appoint one member to the Authority Board as provided herein. If additional Authority Board members are appointed as provided herein, then the quorum and voting requirements specified above shall be deemed revised to continue the requirement that a quorum and the required vote for all decisions shall remain a majority of the entire, then existing board members.

E. The Authority Board may create such committees as it deems appropriate.

F. The Authority Board shall set its schedule for meetings, but at a minimum shall meet at least quarterly each year.

G. The Authority Board may reimburse its members, officers, volunteers, and employees for authorized expenses which have been incurred on behalf of the Authority.

H. The Authority Board shall adopt its own rules of procedure. The Authority Board shall also comply with the Open Meetings Act, as amended, and the Freedom of Information Act, as amended.

I. No individual shall serve on the Authority Board if: (1) they are an employee of the Lake Charlevoix Emergency Medical Service Authority or other emergency medical services provider; or (2) if they intend to serve as the representative for one Incorporating Municipality or Approved Contracting Municipality (excluding the At-Large Member) and also concurrently are an elected official, appointed official, or employee of another Incorporating Municipality or Approved Contracting Municipality.

J. **Executive Council:** Should the Authority by nature of additions to the Authority and amendments to these Articles cause the Authority Board to exceed seven members, the Authority Board by 2/3 vote of the Authority Board members may establish an Executive Council consisting of three or five members.

- Make-Up: Should the Executive Council be formed consisting of three members, the members shall be the Authority Board President, Authority Board Treasurer, and an additional member of the Authority Board appointed by a majority vote of its membership. Should the Executive Council be formed consisting of five members, the members shall be the Authority Board President, Authority Board Treasurer, Authority Board Secretary, Authority Board Vice President, and an additional member of the Authority Board voted by a majority of its membership (unless the Treasurer and Secretary positions are held by the same person in which case the Authority Board can appoint two additional members in the manner above). Terms of Executive Council members serving not by designation of officer positions on the Authority Board shall be one year or until a successor is appointed by the Authority Board.

- Meeting Frequency: The Executive Council shall meet at least bi-monthly. The scheduling of Executive Council meetings and Authority Board meetings should attempt to be aligned to have Executive Council meetings precede Authority Board meetings. All Executive Council meetings shall be posted in accordance with and follow the Michigan Open Meetings Act.

- Powers: The Executive Council is intended to be empowered to make operational decisions concerning the Authority with the Authority Board providing governing oversight and a focus on overall budget and capital expenditures decisions. The Executive Council is intended as a mechanism to allow the efficient governance of the Authority should its membership increase to where conducting the entirety of Authority business with a larger board may be more challenging. Accordingly, the Executive Council shall be able to make final decision on matters besides the following (in which case any actions shall be deemed recommendations to the Authority Board): (1) the adoption of a final annual budget; (2) expenditures of over $50,000 in 2026 dollars indexed for inflation using the consumer price index; (3) borrowing funds; (4) adding members to the Authority or to amend these Articles; (5) dissolving the Authority; (6) terminating the highest-ranking employee of the Authority; (7) initiating or settling litigation; (8) authorizing millages, taxes, or ordinances; and (9) actions prohibited under Michigan law, under these Articles, or expressly forbidden by future motion or resolution of the Authority Board. Michigan law shall be construed as broadly as possible to allow Executive Council decisions be valid other than the exclusions above.

- Rules of Procedure and Officers: The Executive Council may adopt its own rules of procedure or follow the same procedures set for the Authority Board. The Executive Council may appoint its own officers to regulate meetings, but shall generally have a Chairperson, Vice Chairperson, and Secretary; with terms of office lasting one year. The Chairperson is responsible for setting Executive Council meeting agendas and moderating meetings. The Vice Chairperson shall act as the Chairperson in the Chairperson's absence. The Secretary shall be the recording officer and responsible for all notices and minutes of Executive Council meetings. Officers may delegate administrative duties above to staff or volunteers of the Authority. Unless not on the Executive Council, the Authority Board President shall serve as Chairperson of the Executive Council unless he or she authorizes the Executive Council to select an alternative Chairperson.

- <u>Dissolving or Modifying the Executive Council:</u> Upon a majority vote of the Authority Board, the Executive Council may be dissolved. If dissolved, the Authority Board shall retain all powers of the Executive Council and may create an Executive Council in the future following the procedures above. Additionally, the Authority Board can modify the membership (three to five or vice versa) of the Executive Council by majority vote.

VIII. OFFICERS

The Authority Board shall annually select from its members a President, Vice President, Secretary, and Treasurer. At the Board's discretion, the offices of Secretary and Treasurer may be combined into one position. Each officer shall serve for a term of one (1) year, or until his or her successor is appointed and assumes office. The President shall be the presiding officer of the Authority Board. In the absence of the President, the Vice President shall perform the duties of the President. The Secretary shall be the recording officer of the Authority. The Treasurer shall be the custodian of the Authority's funds. At the request of the Authority Board, the Treasurer shall give the Authority a bond in an amount determined by the Authority Board for the faithful performance of his or her duties. No Authority funds shall be expended, except by a check or other bank draft signed by two Lake Charlevoix Emergency Medical Service officers as authorized by the Board of Directors.

IX. DURATION

The Authority shall continue indefinitely unless it is dissolved as provided by these Articles of Incorporation.

X. FINANCES

The Authority Board shall have budgetary and financial control over the Authority. However, the Authority shall adopt a line item budget. A copy of the Authority budget must be given to each Incorporating Municipality and Approved Contracting Municipality at least ten (10) days before the budget is adopted by the Authority Board. The Authority shall be financed primarily by millage requested by the Authority under Section 12 of the Act and approved by the electorate within the Authority district. In addition, an Approved Contracting Municipality shall by written agreement with the Authority be required to pay the Authority the same millage rate (as applied to that portion of the Approved Contracting Municipality's territory being serviced by the Authority) levied by the Authority Board within the Authority district. However, in the event an Authority millage is not approved by the electorate within the Authority district, then each Incorporating Municipality and Approved Contracting Municipality shall pay the Authority its proportionate share of the municipal revenue deemed necessary by the Authority Board to operate the ambulance services for the next fiscal year. For purposes of this Article, the "proportionate share" required to be paid by each Incorporating Municipality and Approved Contracting Municipality shall be calculated as follows:

i. One-fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each party's pro-rata share of the total taxable value of property in the area served in all member municipalities.

ii. One-fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each party's pro-rata share of the total population within the area served in all member municipalities.

iii. One-fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each party's pro-rata share of the total taxable parcel count established by county equalization department report each year, in the area served in all member municipalities.

iv. One-fourth (1/4) of the estimated unfunded EMS costs of the ambulance service shall be apportioned based on each party's pro-rata share of the total number of ambulance runs in all member municipalities in the previous fiscal year.

Any funds obtained by any Authority millage may be supplemented by charges for services or any other method authorized by law, including such supplemental payments by the Incorporating Municipalities, Provisional Incorporating Municipalities, and Approved Contracting Municipalities, which in their sole discretion they may elect. Finally, at its own expense, the Authority shall have its financial records audited by an auditor selected by the Authority Board as required by law.

XI. FISCAL YEAR

The fiscal year of the Authority shall begin on January 1st each year.

XII. TRANSFER OF ASSETS AND LIABILITIES

On such date as mutually agreed to in writing by the Authority Board and the City of Charlevoix, the City of Charlevoix shall transfer to the Authority all assets and rights of the existing City ambulance department, including any and all ambulance vehicles and other personal property currently used in connection with the existing city ambulance department. Upon the effective date of the transfer of the assets as provided herein, the Authority shall assume all existing debts and liabilities of the existing city ambulance department.

Editor's Note: The above transfer has already occurred.

XIII. WITHDRAWAL

A. An Incorporating Municipality, Provisional Incorporating Municipality, and an Approved Contracting Municipality may not elect to withdraw as an Incorporating Municipality from the Authority or cease to be an Approved Contracting Municipality unless and until all of the following conditions are satisfied:

1. Any bonded indebtedness of the Authority, including indebtedness to the United States as the result of bonds purchased through the authority of the U.S. Department of Agriculture, Rural Development, is discharged; and,

2. All outstanding obligations each such Incorporating Municipality or Approved Contracting Municipality has to the Authority are discharged and all outstanding obligations the Authority has to each such Incorporating Municipality or Approved Contracting Municipality are discharged.

B. After the conditions of paragraph A, above, have been satisfied, an Incorporating Municipality, Provisional Incorporating Municipality, or Approved Contracting Municipality may withdraw from the Authority or cease to be an Approved Contracting Municipality following the procedures of this paragraph.

1. Before a member may vote on a resolution concerning withdrawal from the Authority, it must publish in a newspaper of general circulation within such Municipality, a public notice that the Municipality is considering withdrawing from the Authority. The notice shall be published at least ten (10) days before the meeting.

2. The effective date of the resolution to withdraw as a member municipality shall be at least two (2) months after the meeting at which the resolution was passed.

3. A certified copy of the resolution to withdraw as a member municipality shall be sent by certified mail to the President of the Authority Board and the clerks of the remaining member municipalities. The resolution must be mailed at least two (2) months before the effective date of the resolution.

C. An Incorporating Municipality that withdraws from the Authority shall continue to be subject to pay any tax levied in its jurisdiction by the Authority for the duration of the period of that tax.

D. Municipalities that cease to be member municipalities of the Authority shall remain liable for a proportion of the normal debts and liabilities of the Authority up to the effective date of the withdrawal, but shall not be liable for any capital expenditures incurred by the Authority between the date the resolution to withdraw was adopted and the effective date of the withdrawal. The proportion of the Authority's debt for which a member municipality remains liable shall be determined by dividing the taxable value of the real and personal property in the municipality withdrawing by the taxable value of all real and personal property in the entire Authority, which includes for purposes of this calculation the taxable value and personal property of the member municipality withdrawing at the time of withdrawal.

XIV. AMENDMENT

The Authority Board may, by unanimous vote of all members, amend these Articles of Incorporation per Michigan law.

XV. DISSOLUTION

The Authority may be dissolved by a two-thirds (2/3) vote of the entire Authority Board after all of the conditions and procedures for withdrawal specified in these Articles above have been met. Upon dissolution, the debts of the Authority shall be paid and the net assets shall be divided among the Incorporating Municipalities and Approved Contracting Municipalities in existence at the time of the dissolution. Each Municipality's share of the assets shall be determined by dividing the taxable value of the real and personal property in that Municipality by the taxable value of all real and personal property in the Authority, plus the taxable value of real and personal property within an Approved Contracting Municipality being provided ambulance service at the time of the dissolution. Each Incorporating Municipality shall also be subject to the obligations imposed by the Act, and each Approved Contracting Municipality hereby voluntarily agrees to be subject to the obligations of an Incorporating Municipality imposed by the Act. If the Authority's assets are insufficient to pay all of the Authority's debts, then each Incorporating Municipality and Approved Contracting Municipality in existence at the time of the dissolution shall remain liable for those debts. The proportion of the Authority's debt for which an Incorporating Municipality and Approved Contracting Municipality remains liable shall be determined by dividing the taxable value of the real and personal property in that Municipality by the taxable value of all real and personal property in the Authority, plus the taxable value of real and personal property within an Approved Contracting Municipality being provided ambulance service at the time of the dissolution.

XVI. PUBLICATION/FILING

The Authority Board President or their designee shall be responsible for any tasks necessary, such as publication or filing with the Michigan Secretary of State, to make the Articles of Incorporation or any amendments thereto effective.

XVII. EFFECTIVE DATE AND ADMINISTRATION

The Authority shall become effective immediately after following adoption procedures outlined in Michigan law. Shall the Authority authorize amendments to these Articles, the President of the Authority Board may work with Authority legal counsel to ensure effectuation of amendments.

If these Articles directly conflict with controlling law, the controlling law shall govern.

The foregoing Articles of Incorporation were adopted and last amended on _May 4____________________, 2026__.

Charlevoix City Council

All Other Actions and Requests

Title: Chamber of Commerce Building Lease
Date: July 20, 2026

Presented By: Mark Heydlauff, City Manager

Background:
The Chamber of Commerce and their sub-tenant Visit Charlevoix, have leased the current building on Mason Street for two decades. Their current lease expired on June 30 and the draft before would renew it with the same terms for another 5 years. Council has discussed in the past the prospect of selling or redeveloping this facility, but this lease is a status quo. In short, the Chamber pays $1 per year for the lease itself and is required to place $4,500 into a maintenance fund every year for the purposes of building upkeep. They pay all costs for utilities as any other customer would; the building is tax-exempt.

Recommendation:
Motion to approve the lease between the City of Charlevoix and the Charlevoix Area Chamber of Commerce as presented.

Attachments:
1. Chamber Lease for Building 109 Mason St

LEASE AGREEMENT

This Lease Agreement is made on this 20th day of July, 2026 and is between the City of Charlevoix, a Michigan home rule city, whose address is 210 State Street, Charlevoix, Michigan 49720 (the City) and the Charlevoix Area Chamber of Commerce, a Michigan nonprofit corporation, whose address is 109 Mason Street, Charlevoix, Michigan 49720 (hereafter known as "the tenant").

RECITALS

The City owns the building at 109 Mason Street and has leased it to The Charlevoix Area Chamber of Commerce since 2006. The tenant wishes to continue leasing the premises from the City. The City recognizes the benefit the tenant provides to the economic health of the community and wishes to partner with them by offering office space under the following terms.

AGREEMENT

The parties agree as follows:

1. DESCRIPTION

The City hereby leases to the tenant the City's real property commonly known as the old Post Office building located at 109 Mason Street, Charlevoix, Michigan (the leased property) under the terms and conditions specified in this Agreement.

2. RENT

The tenant shall pay the City ONE DOLLAR ($1.00) per year as rent for the leased property.

3. TERM

This Agreement shall last for five (5) years unless terminated under the terms below. The tenant shall have the first right of refusal to renegotiate the lease at the expiration of this Agreement so long as the tenant requests a lease renewal in writing served personally or by certified mail to the City not less than three months prior to the expiration of this Agreement.

4. SUBLETTING AND ASSIGNMENT

The tenant shall not sublet any or all of the leased property and shall not assign its interests in this Lease Agreement to any other party without prior written approval of the City except for the Charlevoix Convention and Visitors Bureau. Such permission shall extend for the entire term of this agreement.

5. CONDITION OF THE BUILDING

The parties agree the building is in sound condition upon the execution of this lease and the tenant shall return the building to the City at the expiration of this lease in similar good condition excepting reasonable wear and tear.

6. ESTABLISHMENT OF REPAIR FUND

On or about the anniversary of the execution of this Agreement, the tenant shall annually deposit $4,500 into a repair fund established by the tenant. The tenant may withdraw money from this fund to make repairs or improvements to the leased property. The tenant shall annually provide the City an accounting of the funds deposited and withdrawn, and the repairs or improvements made to the leased property. All funds remaining in the account at the expiration or termination of this agreement shall be remitted to the City within 30 days of the expiration or termination of the agreement.

7. IMPROVEMENTS & REPAIRS

The tenant, at their sole expense, shall make repairs to the building, fixtures, and other fixed items of the building and may make any improvements to the leased property deemed necessary. If any improvements are made by the tenant, the improvements shall become and remain the property of the City upon the expiration or termination of this lease Agreement and any renewal thereof. This provision shall pertain to interior or exterior alterations or additions to the building or land.

The tenant shall be responsible for all improvements and repairs to the building including but not limited to: wall coverings; floor coverings; ceilings; roofs; mechanical equipment; windows and doors; electrical systems; hardware; IT wiring; painting; and, cabinetry. The tenant shall obtain written approval from the City prior to making any structural changes or repairs including any of the following: roofing; exterior siding, painting, or masonry work; structural changes including additions, demolitions, moving or adding interior walls; and, any other repair or improvement not included in either list.

8. UTILITIES

The tenant shall be responsible for the payment of all utilities and shall see that those payments are made before any liens attach to the premises for nonpayment.

9. SNOW REMOVAL

The tenant shall be responsible for keeping the leased property, sidewalks, and all entrances and exits free from unreasonable accumulations of ice and snow.

10. LAWN MAINTEANCE

The tenant shall be responsible for all lawn maintenance on the leased property, including the mowing of grass, raking of leaves, and trimming of vegetation.

11. SIGN

The tenant may at its sole expense erect or cause to be erected one (1) outdoor sign advertising the activities and/or organizations using the leased property. The sign shall be of dignified nature and shall not be in violation of any city zoning regulations.

12. INDEMNIFICATION

The tenant shall indemnify and hold harmless the City, its public officials, officers, employees, agents, successors, and assigns from any damages, legal fees or expenses, awards, demands, rights, causes or action, including but not limited to, causes of action for contribution, indemnification, or recovery of any liens of any kinds or nature, losses, claims and actions which may, do, or shall arise out of or grow out of the tenant's use or occupancy of the leased property or which may, do, or shall arise out of or grow out of the use or occupancy of the leased property by an authorized subtenant of the tenant. This provision shall apply to any and all claims by the tenant, their directors, officers, agents, servants, employees, successors or assigns, to any and all claims by any authorized subtenant of the tenant, its directors, officers, agents, servants, employees, successors, assigns, personal representatives, or heirs or to any and all claims by any other third party.

13. CASUALTY INSURANCE

The City shall at its sole expense during the term of this Agreement obtain and maintain casualty insurance on all buildings now located on or hereafter constructed on the leased property. The casualty insurance shall be for guaranteed replacements value of each building.

14. LIABILITY INSURANCE; INSURANCE ON PERSONAL PROPERTY

The tenant shall at their sole expense during the term of this Lease Agreement and any renewal thereof obtain and maintenance public liability insurance for the benefit of the City in the sum of not less than One Million and 00/100 Dollars ($1,000,000) for damages relating to any one person and Three Million and 00/100 Dollars ($3,000,000) for damages relating to a single occurrence. The insurance policy shall name the City as an Additional Insured using ISO "Form B-CG2010" and shall contain a provision that the policy cannot be terminated or canceled without thirty (30) days written notice to the City. The tenant shall at their sole expense during the term of this Agreement and any renewal thereof obtain and maintain insurance covering the tenant's personal property and on personal property owned by others in the tenant' possession on the leased property on a replacement cost, no less than 90% coinsurance basis. The tenant shall furnish proof of the required insurance to the City upon request for same.

15. FIRE OR CASUALTY LOSS

It is understood and agreed that if the leased property shall be damaged or destroyed in whole or in part by fire or other cause during the term of this Agreement or any renewal thereof, the City shall repair and restore the same to a good, tenantable condition with reasonable dispatch, unless the tenant and the City mutually agrees not to repair and restore the property damaged or destroyed. In such event, the insurance proceeds shall be paid to the City.

16. REDEVELOPMENT AND ADDITIONS

Should the City decide to improve or redevelop the leased property in a manner that would interrupt the tenant's free enjoyment of the leased property, it shall provide to the tenant notice of same not less than six months before commencing construction. The City shall provide an offer of alternative and temporary office location to the tenant but is not obligated to make them equal to the leased property.

In the case that the City invokes this clause and the tenant is displaced, the tenant may use funds remaining in the maintenance fund to secure temporary or permanent office space without further obligation to the City.

17. WASTE AND NUISANCE

The tenant shall not commit, or suffer to be committed, any waste on the leased property, nor shall they maintain, commit, or permit the maintenance or commission of any nuisance on the leased property.

18. DEFAULT

A default shall be deemed to have occurred if the tenant beaches any provision of this Lease Agreement and such breach continues for thirty (30) days after receipt by the tenant of written notice of the breach. If any default as specified herein occurs, the City shall have the right to re-enter the leased property and regain possession or to take such action as permitted by law.

19. TERMINATION WITHOUT CAUSE

The lease may be terminated by either party with not less than six months written notice provided to the other party.

20. MISCELLANEOUS

A. The leased property shall not be used for any unlawful purpose.

B. The tenant agrees that if the interest created by this Lease Agreement shall be taken in execution or by other process of law or if the tenant, jointly or separately, shall dissolve, become bankrupt or insolvent, according to law, or any receivership be appointed for the business or property of the Charlevoix Area Chamber of Commerce, then this Lease Agreement and any renewal thereof may be canceled at the option of the City.

C. This Lease Agreement shall be construed under and in accordance with the laws of the State of Michigan and a court of competent jurisdiction in Charlevoix County shall be the venue for disputes.

D. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

E. The City shall be solely responsible for any environmental liabilities except those which the tenant may cause.

21. SEPARABILITY

If any provisions of this Lease Agreement shall be declared invalid or unenforceable, the remainder of the Lease Agreement shall continue in full force and effect.

22. ENTIRE AGREEMENT

This Lease Agreement contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this Lease Agreement, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

IN WITNESS WHEREOF, this Lease Agreement has been executed to be effective on this day and year set forth above.

CITY OF CHARLEVOIX

Date:______________________________ ______________________________________

Lyle Gennett, its Mayor

____

Sarah Dvoracek, its Clerk

CHARLEVOIX AREA CHAMBER OF COMMERCE

Date:______________________________ ______________________________________

Sarah Van Horn, its President

____

Tim McQueer, its Board Chair

Charlevoix City Council

All Other Actions and Requests

Title: Engineer's Contract Amendment: Northside Trail Project
Date: July 20, 2026

Presented By: Mark Heydlauff, City Manager

Background:
As Council will recall, MDOT required additional documentation for the easements that had previously been procured by donation for the construction of the Northside Trail. This process prompted one property owner to question the route previously agreed to. In order to accommodate the concerns and move the project forward, we have found a new route around the outside of the property and extending to a neighboring property. The included proposal from OHM would cover the surveying and design work to finalize this plan. We have funds to cover this in the contingency budget for the project.

Recommendation:
Motion to approve the PSA Amendment #4 in the amount of $20,850.

Attachments:
1. PSA Amendment 4

Professional Services Agreement Amendment

Project: Little Traverse Wheelway Trail Extension
Amendment No.: **4**
Client: City of Charlevoix
Date: 7/15/2026
OHM Project No: 7747-21-0010

This Professional Services Agreement Amendment modifies the original Agreement (or previous Amendments), for the above-referenced project, as set forth in this Amendment. All provisions of the Agreement between OHM Advisors and Client, not modified by this or previous Amendments, remain in effect. The Effective Date of this Amendment is the date indicated above.

The Agreement is hereby modified as indicated below. This Amendment includes 0 page(s) of attachments.

ADDITIONAL SERVICES REQUESTED
Perform additional survey, design, and right-of-way acquisition services to re-route the trail around the JP Investments/Nucor property located on Gibbons Drive.

CHANGES TO THE SCOPE OF SERVICES
Add the following tasks:

- Topographic survey along the new trail route (approximately 600 linear feet).
- Develop revised easement exhibits for the JP Investments/Nucor and Lars PCH properties.
- Develop easement exhibit for the property directly north of JP Investments/Nucor property.
- Revise design plans and MDOT environmental review forms to accommodate the new route.
- Additional right-of-way acquisition services will be provided by Commonwealth Associates.
- OHM coordination with Commonwealth during right-of-way acquisition.

CHANGES TO CLIENT'S RESPONSIBILITIES
None.

CHANGES TO FEES

- Add **$20,850**.

CLARIFICATIONS
None.

AGREEMENT/ACCEPTANCE
The signatures below indicate agreement and acceptance of this Professional Services Agreement Amendment.

OHM Advisors:	**CITY OF CHARLEVOIX**
By: Chr R Pawll	By:
Title: Project Manager	Title:
Date Signed: 7/15/2026	Date Signed:

Charlevoix City Council
Reports and Communications

Title: City Manager's Comments
Date: July 20, 2026

Presented By: Mark Heydlauff, City Manager

Background:
A. Sheridan Street Development
John Kurtz has been working toward development of a small, single-family housing complex with some duplexes off Sheridan Street. The project is split between the City and Charlevoix Township. On Monday, he received site plan approval from the City Planning Commission that approved the project with some conditions on the plan he filed. Mr. Kurtz also plans to utilize the Brownfield Tax Increment Financing ability to finance costs of the project. This may include an arrangement to fund some infrastructure costs with proceeds of TIF to reimburse the City for costs like water, sewer, and electric costs. He will likely bring a full plan for the TIF and the development plan sometime in August though this timing is on him based on when he is ready to seek approval of the full brownfield TIF plan from the Charlevoix County Brownfield Authority.

B. Fire Truck Purchase
I was hopeful in the past week that I would be able to bring a full purchase agreement, financing plan, and joint operation and ownership agreement with Charlevoix Township to you however the Charlevoix Township board declined to approve the document and sent it to their attorney. They received the draft in November and had not advised of concerns with the language until now. As things currently stand, Charlevoix State Bank would finance the full cost of the truck of approximately $2.1 million. Upon payment to the vendor, Heritage Fire Equipment, the township would take the bill of sale to the State of Michigan to receive reimbursement for the $1 million granted to the purchase under the 2025 state budget thanks to the assistance of Representative Fairbairn. This million dollars would then be forwarded to Charlevoix State Bank to make a payment to reduce the financed cost to $1.1 million which we would then pay in installments over the next 10 years. The agreement as presented would split costs for ownership and debt financing with 60% by the City and the remainder by the township.

Currently there is a 2 to 2.5 year wait for receipt of the new truck. The City has approximately $400,000 in reserve for this purchase. I'm proposing we finance the full amount and use this reserve for any unexpected maintenance costs until the new vehicle arrives or contingencies in the purchase process. Once these items are clear, we could use this reserve for one time payments or supplement payments as we go along. Charlevoix State Bank confirmed there would be no pre-payment penalty under the PA 99 financing which is a lease-purchase arrangement authorized under statute.

C. August 5 City Council Meeting
As a reminder, the August primary election is on August 4. Due to the preparation and set-up for this, your August meeting will be held on Wednesday, August 5 at 6pm.

D. Charlevoix Marathon

Staff reviewed the "day of" activities for the Charlevoix Marathon this year and felt they were a significant improvement over the past with a few areas we can work cooperatively to improve—including communication with some affected businesses. In general, we found the safety practices were strong and traffic flow during registration and the event was much improved. Earlier this month, I advised the organizers they could seek preliminary approval for next year but have yet to hear from them.

Recommendation:

Attachments:

1. Planning Commission Regular Meeting Minutes 06/08/2026

City of Charlevoix
Planning Commission Regular Meeting Minutes
Monday, June 8, 2026 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

A. Call to Order/Pledge of Allegiance

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

B. Roll Call

Chair:	Jennifer Muladore
Members Present:	Scott Beatty, Shelley Boehmer, Christine Galbreath, Kristin Jones, Maureen Radke
Members Absent:	None
Staff Present:	Jonathan Scheel, Director of Planning and Zoning

C. Inquiry into Potential Conflicts of Interest

None.

D. Approval of Agenda

Motion by Member Jones, seconded by Member Beatty to approve the agenda as presented.
Motion carried by unanimous voice vote.

E. Approval of the Minutes

1. Minutes of May 11, 2026

   Member Radke stated that a correction was needed at the end of page 2, to read: " Members Radke and Boehmer expressed a middle position emphasizing the historic value of downtown and noting that many buildings are already close to three stories."

   Motion by Member Boehmer, seconded by Member Galbreath to approve the minutes of May 11, 2026 as amended.
   Motion carried by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

None.

G. New Business

1. Sheridan Street Development preliminary review

   John Kurtz, Representative of Sheridan Street Development, stated the Commission was aware of this project, and he had requested to be on the agenda tonight, but was unable to forward the information to Director Scheel on a timely basis. Mr. Kurtz stated his presentation would be scheduled for the July Planning Commission Meeting.

H. Old Business

1. Data Center Ordinance

Director Scheel reported that he had continued researching data centers and recently attended a related event in Gaylord. He reviewed the event's presentation slides with the Commission.

He noted that two visitors at the previous meeting had argued that cities should not regulate data centers through zoning. Director Scheel agreed with Mr. Boal that large hyperscale data centers do not meet "local needs" under the Michigan Zoning Enabling Act. However, he explained that smaller data centers could meet demonstrated local needs, which is what the City's proposed ordinance aims to address.

Director Scheel also expressed concern that the draft ordinance gave the City's electric department veto authority over proposed data centers if they determined the electrical infrastructure was insufficient, similar to the authority held by the water department. He noted that many data center companies are now building private power systems. He asked for the Commission's support to begin researching and drafting an ordinance to regulate private power companies. He then summarized key considerations related to data centers, including power grid impacts, infrastructure costs, water usage, incentive negotiations, zoning, land use, and long-term impacts.

Chair Muladore reminded attendees that this was not an official public hearing but welcomed public comments.

Director Scheel also addressed the topic of a moratorium, explaining that only the City Council could enact one. He stated that he does not believe the City faces an immediate risk of new data center proposals and that staff is actively working on an appropriate regulatory ordinance.

Ellis Boal, Attorney, stated that he did not have a strong position about a moratorium, but he did have a strong opinion about whether or not you even need to do anything. He explained his reasoning for why the City did not need to adopt an ordinance regulating data centers.

LuAnn Kozma, 9330 Woods Road, questioned if the Commission had received the paper written by Mr. Boal and if the City Attorney had responded, and Director Scheel stated that Mr. Howard had not responded. She referenced the City's industrial zone, and she did not feel that the City's Master Plan would allow any 24-hour operations in the industrial zone. She stated that the previous week they had an event at the Charlevoix Library about data centers with about 110 people in attendance, and she would be putting the videos from that meeting on their website, NoCharlevoixdatacenters.org.

Catherine Seger, 101 Eaton Court, questioned why this topic was up for discussion if the City does not have the physical space for a data center, and Director Scheel responded.

Andrew Page, lives by the ski hill, stated that he had specific questions about what was included in the proposed ordinance. He stated his concerns about data centers.

David Bean, 8635 Carson Avenue, referenced the noise from the existing cement plant and on his street he can hear all kinds of activity that is echoed across the water. His concern is low frequency and audible noise and the potential problems it can cause.

Oksana Posa, 320 W. Upright, questioned whether there are currently data centers in the City by right and will the proposed ordinance allow any of the existing low-frequency type facilities. Director Scheel explained legal non-confirming or "grandfathering in" a use that is currently existing.

Steve Jadwin, 911 State Street, stated that he was a data manager for 30 years and people have no idea the amount of money involved in AI and data centers. He referenced the AI centers in Northern Virginia where 25% of the nation's data centers exist.

Jenna, Horton Bay Road, stated that she was extremely scared for the community to see what was going to come and spoke against the impact of data centers and for preserving what is already here in the Charlevoix area.

Bill, Charlevoix Township, wanted to clarify some earlier points and referenced the Hayes Township proposal, and that Holtec is going to put in a data center, and he stated that the property was still owned by Consumers Power. He stated he worked for Consumers Power for 40 years, and he knows what they have planned for that property. Holtec only operates the dry fuel storage facility.

Jay Gibbons, 225 State Street, Boyne City, stated that $30 billion in funding is proposed for about 34 projects in Michigan, and questioned how anyone could say that these facilities would be smaller scale in this area. He spoke against locating such facilities in this area.

Lyle Gennett, 217 Clinton Street, thanked Director Scheel and the Commission for listening to concerns and putting an ordinance forward for the City Council to consider.

Michelle Duprey, 11935 Pa Be Shan Trail, stated she would bet that most people are concerned about what is going to happen with the Big Rock property, and she encouraged the Commission to communicate with the surrounding communities as much as possible.

Chair Muladore explained the Commission's agenda and meeting process.

Director Scheel reviewed in detail the standards used to develop the proposed ordinance regarding data centers.

Member Beatty stated he was curious whether providing this ordinance acknowledges the need in this community for the service they were trying to regulate. He returned to Mr. Boal's argument that if it's of no immediate need that the ordinance may not be necessary, and he awaited the City Attorney's opinion on the matter. He felt that there should be a moratorium on such uses as a safety net.

Member Galbreath thanked the audience for their participation and comments. She stated that she did not feel they should be addressing the ordinance until they received the City Attorney's opinion on the matter.

Member ~~Radke~~ Jones stated she was grateful for the participation and for the audience's comments. She stated that she had gone to the program in Gaylord the previous week, and she was really struck that at the end of each presentation she heard everyone indicating that there needed to be a plan for when these facilities become obsolete.

Member Boehmer thanked everyone for their participation as well and stated that she was a bit overwhelmed by all the information provided and she was not sure that she could delve deep into this issue today.

Member Jones stated that she was prepared to address some specific things in the ordinance, but they may need to wait for more information.

Director Scheel reminded the Commission Members and the public to reach out to him with their questions and concerns.

Member Muladore stated that she started looking at what micro or small scale size was for these facilities, and she came across all these articles from California, where it's basically a server on a server rack in people's houses. Director Scheel stated that the definition of data center is not sufficient and needs to be addressed and very clearly defined. Members of the audience spoke and asked questions from their seats. Director Scheel stated that he and the Commission Members were educating themselves on the whole data center issue.

No action was taken.

I. Staff Updates

1. Zoning Administrator Report

   Member ~~Galbreath~~ Jones stated that it was time to talk to Andy's Party Store about their sign.

   Director Scheel stated that for the Redevelopment Ready Community the Economic Development Strategy that was written years ago includes numerous references to the Planning Commission so he will bring a report to the Commission at the next meeting.

   Director Scheel stated that they would be having a ZBA meeting for a variance for an A/C unit at 421 Michigan.

   Director Scheel reported that Berkshire-Hathaway Real Estate bought out the previous owner of the property on the hill on Hurlbut and has pre-sold six of the 14 units and when they have eight units sold they will be starting construction.

   Director Scheel stated that another developer had come to him asking about property he had purchased on the corner of Carpenter and Sheridan (14 acres) and he anticipated that the developer would be coming forward in the next few months with a residential project. Most of the 14 acres is within Charlevoix Township.

   Director Scheel stated that enforcement has started, and 40 letters were sent out for tall grass and other issues last Thursday.

   Discussion followed in general regarding review of the Comprehensive Land Use Plan and the need for a designated bike path through town.

J. Requests For Next Month's Agenda, Commissioner Comments or Research Items

Chair Muladore stated that the July meeting would include a public hearing for parking standards, and maybe the site plan review for Mr. Kurtz's project.

K. Adjournment by 8:00 p.m. unless extended by a motion

Chair Muladore adjourned the meeting at 8:00 p.m.

___________________________________ ____________________________

Sarah J. Dvoracek/fgm City Clerk Jennifer Muladore Chair

Charlevoix City Council
Reports and Communications

Title: Mayor and Council Comments
Date: July 20, 2026

Presented By:

Background:

Recommendation:

Attachments:
None