



Agenda
City of Charlevoix City Council Regular Meeting
Monday, August 17, 2026 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
 - A. Michigan Law Enforcement Accreditation Commission Award to Police Department
Jill McDonnell, Chief of Police
 - B. Police Department Overview of Accreditation and Department
Jill McDonnell, Chief of Police
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - August 5, 2026
 - B. Accounts Payable and Payroll Check Registers
 - C. Residential and Commercial Cross Connection Contract with HydroCorp
 - D. Seasonal Commercial Dockage for Harbor Princess
 - E. Request for Live Music in Bridge Park: Andy Kline
Mark Heydlauff, City Manager
 - F. Red Fox Regatta Launch Passes
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Request for Proposal for Commercial Slips at the Marina
Kent Knorr, Recreation Director
 - B. Future Approvals for Charlevoix Marathon
Mark Heydlauff, City Manager
 - C. Healthcare Insurance Renewal and Changes
Mark Heydlauff, City Manager
 - D. Job Description Updates and Revisions
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: Michigan Law Enforcement Accreditation Commission Award to Police Department

Date: August 17, 2026

Presented By: Jill McDonnell, Chief of Police

Background:

The City of Charlevoix Police Department pursued accreditation through the Michigan Law Enforcement Accreditation Commission (MLEAC) as part of its ongoing commitment to professionalism, accountability, and continuous improvement. The accreditation process involved a comprehensive review of department policies, procedures, training, operations, and documentation to ensure compliance with established professional standards and recognized best practices in Michigan law enforcement.

Following the completion of the accreditation process and an independent assessment of the department's compliance with MLEAC standards, the City of Charlevoix Police Department was awarded MLEAC Accreditation. Representatives from the Michigan Law Enforcement Accreditation Commission and the Michigan Association Chiefs of Police are here to present our MLEAC Accreditation award.

Recommendation:

Attachments:

1. Charlevoix Final Onsite Report

Michigan Association of Chiefs of Police
MICHIGAN LAW ENFORCEMENT ACCREDITATION PROGRAM



Onsite Final Report

Charlevoix Police Department

Initial Accreditation

May 26th-27th, 2026

Team Leader: Nicholas Calzetta

Team Member: Andrew Hadfield

A. Agency Name, CEO and AM:

Charlevoix Police Department
210 State Street, Charlevoix, MI 49720
(231) 547-3258

Chief of Police

Jill McDonnell
jillm@charlevoixmi.gov

Accreditation Manager

Name: Chief Jill McDonnell
Phone: (231) 547-3258
Email: jillm@charlevoixmi.gov

B. Date(s) of the On-Site Assessment:

May 26th-27th, 2026

C. Assessment Team:

Team Leader: Sgt. Nicholas Calzetta
Marquette Police Department
300 W. Baraga Ave, Marquette, MI
49855

Team Member: Lieutenant Andrew Hadfield
Berkley Public Safety Department

D. Community and Agency Profile:

1. Community Profile

The City of Charlevoix is a community whose history is deeply rooted in its unique geographic location between Lake Michigan and Lake Charlevoix. Long before European settlement, the area was inhabited by the Odawa (Ottawa) people, who utilized the region's interconnected waterways for transportation, trade, and sustenance. The Pine River Channel served as a natural corridor, linking inland and Great Lakes travel routes, and remains central to the city's identity today.



The region was later named after French explorer Pierre François Xavier de Charlevoix, who traveled through the Great Lakes in the early 18th century. By the mid-1800s, European American settlers began to establish a permanent presence, drawn by the area's abundant natural resources. Charlevoix quickly developed into a lumbering and shipping hub, with timber harvested from surrounding forests transported via Lake Michigan and inland waterways. This period marked the city's early economic foundation and the beginning of its organized development.

As the logging industry declined in the late 19th century, Charlevoix transitioned into a resort destination. The expansion of railroads and steamship travel connected the community to major metropolitan areas, including Chicago and Detroit, bringing seasonal visitors seeking recreation along the shores of northern Michigan. During this era, exclusive summer communities such as the Chicago Club and the Belvedere Club were established, solidifying Charlevoix's reputation as a premier destination for seasonal residents and tourists.

In the early to mid-20th century, Charlevoix further distinguished itself through the work of architect Earl Young, whose whimsical stone structures—commonly known as the “Mushroom Houses”—introduced a unique architectural character that remains a defining feature of the city. These structures, built with local materials and organic design principles, contributed to Charlevoix's identity as a place that blends natural beauty with artistic expression.

Throughout the 20th century and into the present day, the city continued to evolve around its waterfront. Improvements to the Pine River Channel enhanced navigation between Lake Charlevoix and Lake Michigan, while the construction and modernization of the drawbridge established a central focal point for downtown activity. Tourism emerged as the primary economic driver, supported by marinas, public beaches, parks, and a vibrant downtown district.

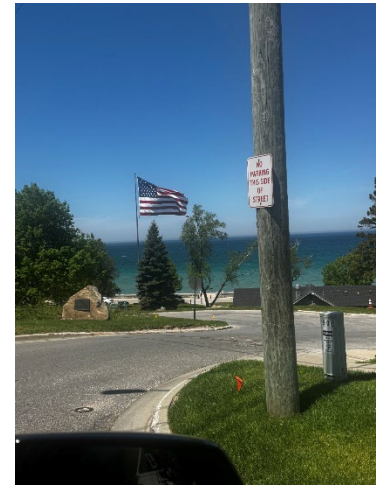
Today, Charlevoix reflects a balance between its historical roots and modern development. Its heritage as a Native American travel corridor, lumbering center, and resort community continues to influence its character, while ongoing efforts to preserve its natural resources and historic charm ensure its continued appeal. The city remains a vital and distinctive community in northern Michigan, shaped by its waterways, history, and strong sense of place.

DEMOGRAPHICS

The City of Charlevoix is located in Charlevoix County in the northwest Lower Peninsula of Michigan, serving as the county seat. The City is situated approximately 50 miles northeast of Traverse City and about 45 miles southwest of the Mackinac Bridge, placing it along a key regional corridor in northern Michigan. Charlevoix is widely recognized for its unique geographic position between Lake Michigan and Lake Charlevoix, with the Pine River Channel running through the downtown area and creating a highly active and

vibrant waterfront district. The City encompasses a total area of approximately 2.23 square miles, of which about 1.37 square miles is land and 0.86 square miles is water, reflecting the significant role that surrounding waterways play in shaping the community's character, economy, and development patterns.

With a population of approximately 2,392 residents, with estimates generally ranging between 2,300 and 2,600 depending on the census. The community is characterized by a dense suburban feel, a high rate of homeownership, and a significant population of retirees alongside working professionals.



Population and Age

Charlevoix has an aging population, reflecting its attractiveness as a retirement destination as well as a stable long-term residential base.

- Median Age: Approximately 46.8 to 47.2 years
- Senior Population: More than 600 residents are age 65 or older

This higher median age is notably above state and national averages and has implications for service delivery, healthcare needs, and community planning.

Racial and Ethnic Composition

Charlevoix is a predominantly white community, with limited but present racial and ethnic diversity:

- White: 92% – 94%
- Multiracial: ~2% – 3.5%
- Hispanic/Latino: ~1% – 3.4%
- Black/African American: ~0.8% – 2.8%
- Native American: ~1% – 2%
-

Income and Economic Characteristics

Economic data indicates moderate household incomes with some variability depending on the source:

- Median Household Income: Approximately \$55,000 to \$65,000
- Poverty Rate: Approximately 24.8% of residents live below the poverty line

While many residents are financially stable, the relatively high poverty rate suggests economic disparities within the community.

Housing and Real Estate

Charlevoix's housing market reflects both year-round residency and seasonal or second-home ownership trends:

- Median Home Value: \$331,500 (near the national average)
- Median Rent: \$816 (well below the national average)
- Homeownership Rate: 62%
- Rental Rate: 38%

The high rate of homeownership contributes to neighborhood stability, while lower rental costs provide relatively affordable housing options compared to national figures.

Household and Social Characteristics

- Sex Ratio: Approximately 55% female / 45% male
- Citizenship: Nearly 100% U.S. citizens

Transportation and Commuting

Charlevoix residents primarily rely on personal vehicles for transportation:

- Drive Alone: 81%
- Walk: 7.8%
- Other Modes (carpool, etc.): Small percentage

The relatively high walk rate reflects the city's compact layout and pedestrian-friendly downtown area especially during the summer months.

FESTIVALS AND SPECIAL EVENTS

The City of Charlevoix hosts a wide range of annual festivals and community events, particularly during the summer months, which significantly contribute to increases in population, tourism, and economic activity.

These events attract visitors from across northern Michigan and beyond, often drawing thousands of attendees and creating peak demand periods for public safety, traffic management, and municipal services.

MAJOR ANNUAL EVENTS

Venetian Festival

The City's largest and most well-known event, typically held in July. This multi-day festival includes parades, live entertainment, fireworks, and family activities, drawing large regional crowds.





Boyne Thunder Poker Run

A high-profile boating event on Lake Michigan and surrounding waterways that brings significant marine traffic, spectators, and visitors to the area.

Charlevoix Waterfront Art Fair

A nationally recognized art fair held along the waterfront, featuring artists from across the country and attracting large crowds to the downtown and marina areas.

Art Fairs and Small Art Shows In addition to the major waterfront art fair, Charlevoix hosts numerous smaller art shows, gallery events, and craft exhibits throughout the season, contributing to steady pedestrian traffic and supporting the local arts community.



Charlevoix Marathon

A growing endurance event that brings runners and spectators to the City, utilizing scenic routes along the waterfront and through residential areas, with associated impacts on traffic and public safety resources.



Farmers Markets (Spring through Fall)

Regular weekly events attract both residents and visitors to the downtown area.

Charlevoix Apple Fest

A popular fall event celebrating the region's agricultural heritage, featuring local food vendors, craft booths, and family-friendly activities. Apple Fest helps extend the tourism season beyond the summer months and continues to draw significant crowds to the downtown area.



Holiday and Shoulder-Season Events including parades, tree lighting ceremonies, and fall festivals that extend visitor activity beyond peak summer months.

These events play a critical role in shaping the City's seasonal dynamics:

- Population Surges: Short-term increases in population during event weekends
- Traffic and Congestion: Significant increases in vehicle and pedestrian traffic
- Public Safety Demand: Additional staffing and coordination required for police, fire, and EMS

2. **Agency Profile**

The City of Charlevoix Police Department has developed in parallel with the growth and transformation of the City of Charlevoix. From its earliest days as a small waterfront settlement, the community relied on informal law enforcement provided by a village marshal or constable whose primary responsibilities included maintaining order, enforcing local ordinances, and addressing the needs of a modest but growing population.

As Charlevoix evolved into a more established municipality in the late 19th and early 20th centuries, its strategic location along Lake Michigan and the Pine River Channel contributed to increased commerce, transportation activity, and seasonal visitation. With this growth came a corresponding need for a more structured and consistent approach to public safety. The City responded by formalizing its law enforcement function, establishing what would become the modern police department.

Throughout the early and mid-20th century, the department's responsibilities expanded alongside the community. Officers were tasked not only with enforcing laws and ordinances, but also with managing the unique challenges associated with a waterfront city, including seasonal tourism, marine activity, and a growing downtown district. As Charlevoix became a recognized destination for visitors, the department adapted to significant fluctuations in population, particularly during peak summer months.

For many years, the department supplemented its staffing with part-time seasonal officers to address the increased service demands during the summer. These officers played an important role in maintaining service levels during periods of high tourism and large-scale events. However, in recent years, the department has experienced increasing difficulty in recruiting and retaining part-time seasonal personnel due to a shrinking applicant pool, along with increased training requirements, certification standards, and overall expectations placed on law enforcement officers.

Organizationally, the department historically operated with a Chief and a Sergeant as its primary supervisory structure. In the late 1990s, the City created and filled a Deputy Chief position to support administrative functions and provide additional leadership capacity as the department's responsibilities grew.

In 2024, following a comprehensive review of departmental operations, staffing needs, and the departure of the Deputy Chief, the City made a strategic decision to restructure the organization. The Deputy Chief position was eliminated and replaced with two

Sergeant positions, with a primary focus on providing supervisory coverage during evening and nighttime hours, particularly throughout the busy summer season. This change was also implemented to strengthen succession planning and leadership development within the department, ensuring long-term organizational stability. The department operates under a generalist policing model, in which officers are responsible for handling cases from initial response through final disposition whenever possible. Unless a case requires specialized follow-up or is reassigned due to scheduling or time-of-day considerations, the same officer maintains responsibility throughout the investigation. This approach has contributed to more thorough case management, increased accountability, and has helped sworn staff develop more fully rounded investigative and problem-solving skills.

In addition to routine patrol and investigative responsibilities, officers are required to plan for and work a significant number of large-scale and specialty events throughout the year, particularly during the summer months. Events such as the Venetian Festival, Boyne Thunder Poker Run, Charlevoix Waterfront Art Fair, and Charlevoix Marathon require extensive coordination, traffic control, crowd management, and extended staffing hours. These events significantly increase the demand on personnel and require careful operational planning to ensure public safety while maintaining regular law enforcement services.

The City of Charlevoix Police Department, established in 1905, is a full-service law enforcement agency providing 24-hour police protection to the residents and visitors of the City of Charlevoix, Michigan. The department operates out of Charlevoix City Hall, located at 210 State Street, and is responsible for enforcing state laws and local ordinances, preserving public peace, and protecting life and property.



The department's jurisdiction encompasses all areas within the city limits, including the Charlevoix Municipal Airport, Charlevoix City Marina, Charlevoix Municipal Golf Course, the downtown business district, industrial areas, residential neighborhoods, and public beaches, including Michigan Beach, Ferry Beach, and Depot Beach. As a northern Michigan tourist destination, the City of Charlevoix experiences significant seasonal population increases, which result in higher demands for police services, particularly during the summer months. To address these fluctuations, the department adjusts its operational strategies, including the use of foot patrols in the downtown area and increased attention to traffic control, event management, and community engagement.

The department maintains a lean organizational structure consisting of seven sworn officers, including two female officers and five male officers, supported by one full-time administrative assistant. In addition, the department utilizes seasonal and support

personnel, including parking enforcement officers and boat launch attendants, to assist with increased service demands during peak periods. Due to the size of the agency, personnel are required to perform multiple roles and responsibilities to ensure consistent service delivery. All sworn officers are certified in accordance with Michigan Commission on Law Enforcement Standards and maintain required training to ensure compliance with state mandates and professional best practices.

The Charlevoix Police Department provides a full range of law enforcement services, including road patrol, traffic enforcement, crash investigation, criminal investigation, and response to calls for service such as domestic violence incidents, disorderly conduct, and ordinance violations. The department emphasizes proactive policing strategies and maintains a visible presence within the community to deter criminal activity and enhance public safety.

The department operates with an annual budget of \$1,310,495, with the majority of expenditure allocated to personnel costs, including salaries and fringe benefits. Department resources include three fully equipped patrol vehicles and two traffic speed trailers, which support traffic enforcement and public safety initiatives. Equipment and resources are maintained in accordance with departmental policy to ensure operational readiness and officer safety.

Emergency and non-emergency communications are coordinated through the CCE Central Dispatch Authority, which provides centralized dispatch services for law enforcement, fire, and emergency medical services across Charlevoix, Cheboygan, and Emmet Counties. This system enhances interoperability and ensures efficient coordination of emergency responses.

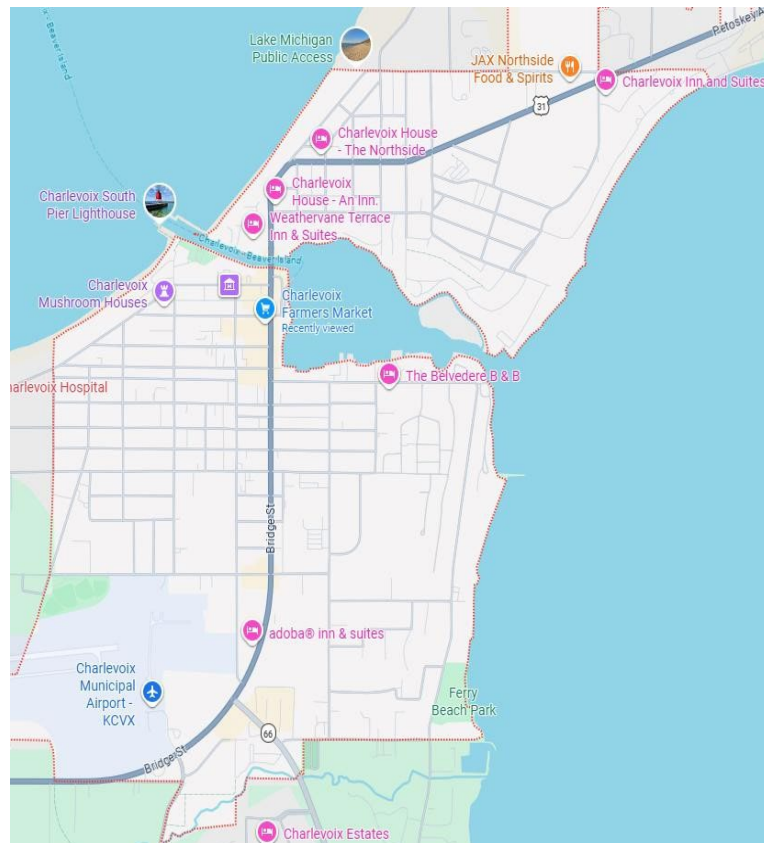
The Charlevoix Police Department maintains strong working relationships with partnering agencies, including the Michigan State Police, Michigan Department of Natural Resources, United States Coast Guard, and the Charlevoix County Sheriff's Office. These partnerships support mutual aid, coordinated enforcement efforts, and information sharing, enhancing the department's ability to respond effectively to incidents of varying scope and complexity.

In recent years, the department has placed an increased emphasis on community-oriented policing, focusing on building trust, strengthening partnerships, and addressing emerging community needs, including responses to mental health-related incidents. Through collaboration, efficient resource management, and a commitment to professional service, the



Charlevoix Police Department continues to meet the evolving needs of the community while maintaining high standards of public safety and accountability.

CITY OF CHARLEVOIX JURISDICTION



CURRENT OPERATIONS AND STAFFING MODEL

The City of Charlevoix Police Department is a 24-hour, 7-day-a-week operation providing continuous law enforcement services to the community. The department currently operates on a 12-hour shift schedule utilizing a 2-2-3 rotation, which provides consistent coverage while balancing officer workload and operational needs. When fully staffed, the department supplements this schedule with an additional one-person 4/10 shift (Wednesday through Saturday) focused on covering the latter portion of the day to better align with peak activity periods and increased calls for service.

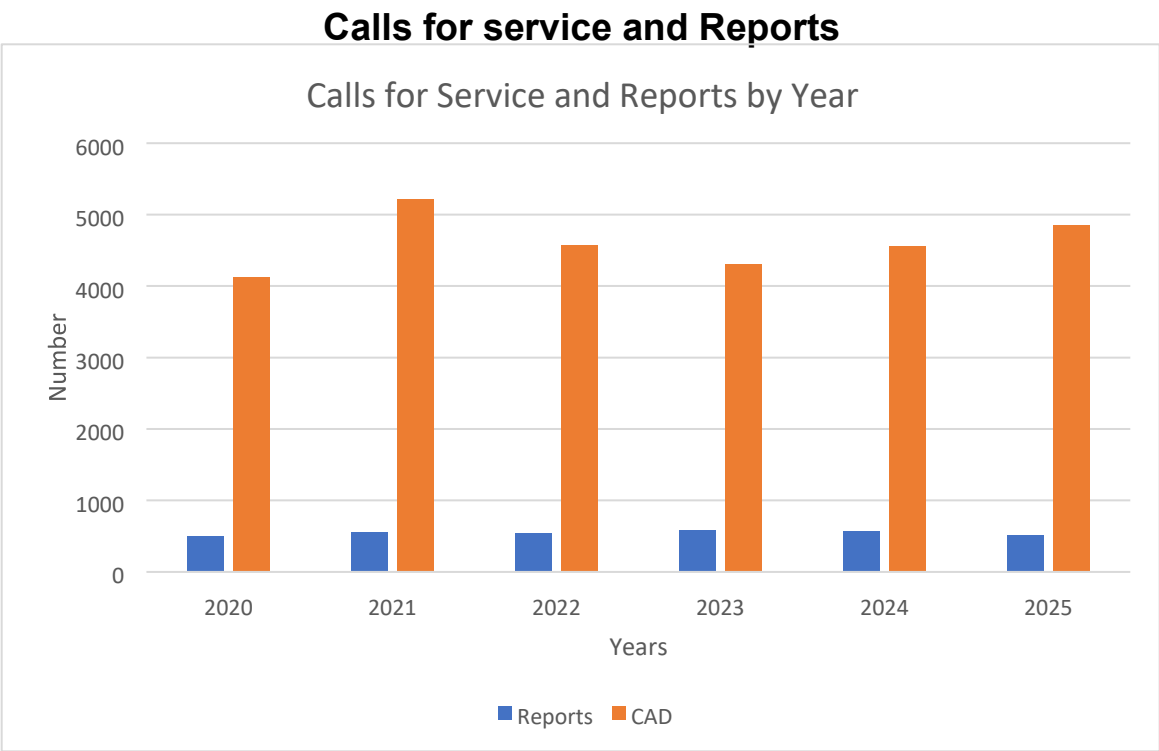
Due to the City's seasonal nature, there is a significant fluctuation in calls for service and activity levels throughout the year. Winter months typically see reduced activity, while the summer months bring a substantial increase in population, tourism, traffic, marine activity, and demand for police services. The department's busiest operational period generally occurs between 10:00 a.m. and 10:00 p.m., requiring strategic staffing and resource allocation during those hours to effectively respond to community needs.

The department is part of the Charlevoix-Cheboygan-Emmet 9-1-1 Consortium PSAP system. Each county within the consortium operates on its own primary radio channel while maintaining interoperability and coordination capabilities for mutual aid incidents, major events, and emergency response operations across the region.

The Police Department works closely with the community's emergency response partners, including a full-time ambulance service and a paid-on-call fire department. This collaborative relationship is critical to providing coordinated emergency response services, particularly during high-volume seasonal periods, critical incidents, medical emergencies, traffic crashes, and community events.

To maintain adequate patrol coverage and operational continuity, the Chief routinely assists in covering patrol shifts, particularly during staffing shortages, employee leave periods, or peak demand times. Despite these efforts, maintaining full staffing has been an ongoing challenge. Over the past three years, the department has been fully staffed for an average of approximately nine consecutive months each calendar year, highlighting both recruitment and retention challenges, as well as the difficulty of sustaining staffing levels in a small, seasonal community with fluctuating service demands.

The Charlevoix police department currently has seven full time sworn officers, two parking enforcement officers, and two boat launch staff on a seasonal basis.



Crime Trends Narrative – City of Charlevoix (2019–2023)

Over the past five years, the City of Charlevoix has experienced stable crime trends, with approximately 40 to 45 total incidents reported annually. Due to the City’s small permanent population, minor changes in incident numbers can result in noticeable fluctuations in per capita crime rates, though these do not reflect significant shifts in overall public safety.

It is important to note that reported crime rates are based solely on the year-round residential population and do not account for the substantial seasonal influx of residents, tourists, and visitors during the summer months. This can make per capita crime rates appear artificially elevated, as the actual population present in the City is significantly higher during peak tourism periods.

Property crimes consistently make up the majority of incidents, typically accounting for 75 to 85 percent of all reported offenses, with larceny and theft being the most common. Violent crime remains low, generally occurring in single-digit numbers each year, with no sustained upward trend.

Calls For Service Reports Arrests	2024	2025
	4561	4847
	569	515
	80	73

Overall, Charlevoix continues to be a safe community with consistent crime patterns. When considering the impact of seasonal population increases, the relative risk of crime is further reduced, supporting the City's strong public safety environment.

DEPARTMENT TRAINING

Proper training is crucially important in law enforcement. Keeping up-to-date on the constantly evolving legal issues, police best practices, and new technical procedures limits legal liability and keeps officers and the public safe. We meet all State of Michigan standards and requirements for police training. AHPD has a commitment to keep its officers highly trained. The types of training that our employees undergo include:

- Annual Use of Force Training
- Accident Reconstruction and Investigation
- AED/CPR
- Legal
- Firearms
- Mental Illness Awareness
- Critical Incident Stress
- Ethics
- Hazmat

SPECIAL EVENTS AND SEASONAL DEMANDS

In addition to routine patrol and investigative responsibilities, officers are required to plan for and work a significant number of large-scale and specialty events throughout the year, particularly during the summer months. Events such as the Venetian Festival, Boyne Thunder Poker Run, Charlevoix Waterfront Art Fair, and Charlevoix Marathon require extensive coordination, traffic control, crowd management, and extended staffing hours.

These events place substantial demands on department personnel and require careful operational planning to ensure public safety while maintaining normal law enforcement services.

3. CEO Biography

Jill McDonnell, Chief of Police



Chief Jill McDonnell is a highly accomplished and dedicated law enforcement professional with a distinguished career spanning more than three decades. She began her career in 1991 with the Auburn Hills Police Department as a patrol officer, where she served in a variety of roles including D.A.R.E. Officer, Bike Patrol Officer, School Resource Officer, and Senior Community Liaison Officer. Through her commitment and leadership, she steadily rose through the ranks to sergeant and lieutenant, ultimately serving as a commander in all three divisions of the department. She retired from Auburn Hills in 2019.

Raised in Sterling Heights, Michigan, Chief McDonnell developed an early passion for public service. Her involvement in the Boy Scouts of America's Law Enforcement Explorer program with the Sterling Heights Police Department solidified her calling to pursue a career in law enforcement. She went on to attend Ferris State University, completed the School of Staff and Command through Michigan State University, and is a graduate of the FBI National Academy.

Following her retirement, Chief McDonnell relocated to Charlevoix, Michigan. During the COVID-19 pandemic, she returned to public service as the Emergency Manager for Charlevoix and Emmet Counties. In this role, she played a critical part in coordinating emergency response efforts, including organizing testing and vaccination clinics to support public health initiatives across both counties.

In February 2023, Chief McDonnell was appointed Chief of Police for the City of Charlevoix. Since taking on this role, she has prioritized strengthening relationships with community members and local organizations, emphasizing open communication, transparency, and trust. Her leadership style is hands-on and grounded in collaboration, accountability, and ethical policing. She has also led efforts to achieve accreditation through the Michigan Law Enforcement Accreditation Commission, a process that enhances professionalism, accountability, and adherence to best practices within the department.

Chief McDonnell remains deeply engaged in the community. She serves as a mentor with Leadership Charlevoix County chairs the Technical Advisory Committee for the Charlevoix-Cheboygan-Emmet Central Dispatch Authority and is a member of the Michigan Courts Funding Workgroup. She also serves as an assessor and Accreditation Manager for the Michigan Law Enforcement Accreditation Commission.

Chief McDonnell holds a strong and personal belief in the law enforcement profession and its essential role in fostering safe, supportive communities. For her, policing is not merely a career—it is a calling rooted in service, trust, and responsibility. She is committed to

leading with integrity, upholding fairness and respect, and ensuring every member of her department embodies these core values.

Outside of her professional responsibilities, Chief McDonnell enjoys spending time with her husband, Terry, and their adult children, Jenna and Cameron. She also enjoys walking with her dog, Buoy.

4. Accreditation Team Assistants

Sergeant Matthew Umulis - Sergeant Umulis is a dedicated law enforcement professional with over 23 years of service to the Charlevoix City Police Department. He began his career in May 2003 at the age of 20 and has spent his entire tenure serving the City of Charlevoix with commitment and professionalism.

Throughout his career, Sergeant Umulis worked as a patrol officer, gaining extensive experience on the road and building strong relationships within the community. In 2024, he was promoted to the rank of Sergeant, where he continues to provide leadership, mentorship, and operational oversight within the department.

Sergeant Umulis holds several specialized roles, including Field Training Officer, Firearms Instructor, Use of Force Instructor, and Evidence Technician. In these capacities, he plays a critical role in training and developing new officers, maintaining departmental standards, and ensuring proper handling of evidence and use-of-force protocols.

In addition to his law enforcement duties, Sergeant Umulis assists with the management of the Charlevoix Municipal Boat Launch, a responsibility overseen by the police department. He also contributes to the oversight of department building maintenance, helping ensure facilities remain safe and operational.

Sergeant Umulis' career reflects a strong dedication to public service, community engagement, and the continued safety and well-being of the City of Charlevoix.

Sergeant Barbara Orban - Sergeant Orban began her law enforcement career in 2009 as a seasonal officer with the City of Charlevoix Police Department and was appointed to a full-time position in 2010. She earned an associate's degree in law enforcement from



North Central Michigan College and is a graduate of the Kirtland Police Academy. She furthered her education by obtaining a bachelor's degree in law enforcement from Lake Superior State University in 2013.

Sergeant Orban was promoted to the rank of Sergeant in 2024 and has served as a Field Training Officer and Evidence Technician. In these roles, she has been instrumental in mentoring new officers and ensuring proper evidence collection and handling procedures. Her promotion to Sergeant in 2024 reflects her leadership, experience, and continued commitment to departmental excellence.

Since 2017, Sergeant Orban has been a member of the department's Honor Guard, participating in ceremonial functions that honor law enforcement traditions and fallen officers. She is also actively engaged in community policing initiatives, including overseeing the Shop with a Hero program for Charlevoix County. In addition, she has been involved with the Big Brothers Big Sisters program for the past four years and recently joined the Juvenile Drug Court Program.

Officer Christopher Munk - Christopher Munk grew up in Boyne City, Michigan, where he developed a strong commitment to public service, inspired by family members who served in law enforcement. Following his graduation from high school in 2008, he pursued a degree in criminal justice at Lake Superior State University, building the academic foundation for his future career.

In 2018, Christopher took a significant step toward his professional goals by completing the police academy at Northwestern Michigan College in Traverse City, Michigan. The following year, he was hired by the City of Charlevoix Police Department as a seasonal officer and was quickly promoted to a full-time position.

Throughout his career, Christopher has developed a strong passion for training and mentorship. He currently serves as a certified Taser instructor and Field Training Officer, where he plays a key role in preparing and guiding new officers. His commitment to professional development and leadership continues to strengthen both his skills and the effectiveness of the department.

Kristen Young – Administrative Assistant

Kristen Young has served as the Administrative Assistant for the department for the past eight years, providing essential support to daily operations and departmental functions. She serves as the department's Local Agency Security Officer (LASO) and Terminal Agency Coordinator (TAC), ensuring compliance and security for critical law enforcement systems.

Kristen is responsible for conducting LEIN audits, maintaining adherence to state regulations and standards. She also oversees the City's seasonal parking meter program, managing operations during the summer months.

In addition, Kristen serves as the department's FOIA Coordinator, handling public records requests with professionalism and efficiency. She is also a commissioned public notary, providing notarial services as needed.

Kristen is a member of the Law Enforcement Records Management Association (LERMA), staying current on best practices and advancements in records management.

5. Future Issues

INTERVIEW WITH CHIEF MCDONNELL

Both Assessors sat down with Chief McDonnell to discuss the department and its future needs. Chief McDonnell discussed staffing retention as a priority. Charlevoix is a unique city as it is in a more remote part of northern Michigan, but has a higher cost of living, which can pose a challenge to new officers wanting to move to the area. She indicated that she has plans to add an additional sworn position and is looking to add a School Resource Officer (SRO) to the agency. She explained that in her experience, she sees the additional benefit of adding an SRO can assist as a recruiting tool due to students being exposed to a law enforcement officer more often.

We discussed the physical building that the agency is currently housed in. The building is in very good shape but they have plans to add exterior cameras to the building for increased security. She also indicated that she is looking into having license plate readers installed in the city, as she sees the law enforcement benefit to them. Other equipment improvements that were discussed were the possibility of obtaining a ballistic shield for officers. The equipment they have is in good condition and they recently received all new AED's through a donation.

They currently use Central Square for their RMS system but will be moving to a program called Octave in the near future. They will also be merging E-Citations with Lexus Nexus. We discussed succession planning for future leaders of the agency. Chief McDonnell sees the importance of training future leaders of the department now. She has plans to send current supervisors to Staff and Command schools and First Line Supervisor training. She wants to build her agency to be able to lead in the future to benefit her agency and the law enforcement profession as a whole.

Chief McDonnell also discussed bringing more of an accreditation culture to the agency by having a dedicated accreditation manager to the agency instead of her being the accreditation manager.

E. Public Information Activities:

Public notice and input are cornerstones of democracy and the Michigan Law Enforcement Accreditation Commission (MLEAC) process. This section reports on the community's opportunity to comment on their law enforcement agency and to bring matters to the attention of the commission that otherwise may be overlooked.

1. Telephone Contacts

Telephone Contacts

The public telephone line was active on Tuesday, May 26th from 10:00 am. to 12:00 pm.

The telephone line was tested, found to be functional, and one call was received. One resident showed up in person to speak with assessors.

TOM KIRINOVIC- CITY RESIDENT

On Tuesday Morning, Assessor met with Charlevoix Resident Tom Kirinovic. Tom wished to come in person to meet with an assessor. Tom has lived in Charlevoix for 11 years. Tom explained that the Charlevoix Police Department works very well with the city residents. When asked about Chief McDonnell, he spoke very highly of her and explained that she seems to be improving the police department and is a very fair person. Tom has a working relationship with Chief McDonnell through the school system, as he is on a safety committee with that aids with ideas and planning for improved school safety.

Tom spoke very highly of the accreditation process as he sees it as a unique way that an agency can improve. Tom emphasized the importance of the accreditation process and likes to see that the agency is going through this process, even though it's not a requirement.

DAVID GRAY- CITY RESIDENT

Assessor Calzetta spoke with David Gray during the call in session. David has been a city resident since 2012. David explained that since Chief McDonnell has taken on the position as chief, she has done a wonderful job. He explained that she is a dedicated chief and even received a phone call from her personally late one night during a fire in the city to property that David was associated with so he could be notified. David explained that being a small town, it is nice to have a familiarity with the local officers and has great experience interacting with the officers. He described the officers as very friendly and personable.

2. Correspondence

The assessors received 11 email correspondences regarding the accreditation process:

To Whom It May Concern

I have worked with the Charlevoix PD for more than two decades. As the former Chair of the MI State Transportation Commission, overseeing MDOT, I worked with the department on traffic concerns along US31, which runs through the downtown. I have worked with the current and prior chief on raising monies for various endeavors, e.g., AED units for each patrol car.

They are a dedicated and competent police force.

Please contact me with any questions.

Todd A. Wyett

Mr. Silverthorn,

I am writing to you in support of the Charlevoix, MI Police Department and its pursuit of accreditation through MLEAC.

I am a citizen and homeowner within the city of Charlevoix and have been actively working with police chief Jill McDonnell and her officers for the past eight months. As a civilian, my engagements with this organization has required McDonnell to have a keen ear to understand the situations occurring on our neighborhood streets and to our personal property. Applying an objective lens to the situation allowed for adjustments to enforcement as well as the development of new ordinances to effect long term beneficial change.

Furthermore, this sleepy town of a couple thousand residents in the winter surges to a swelled town with many thousands of tourists encumbering the streets during summer/fall months. This significantly challenges the administration of a police force that ensures the safety of all.

Jill McDonnell has personally demonstrated her ability to operate effectively in a variety of situations, from across a homeowners kitchen table to communicating in front of a packed city council chamber to chasing down trespassers on city streets.

Combining these leadership skills with her administrative prowess of ordinance solutions makes the Charlevoix Police Department an over performing organization in a small tourist town.

Steady As She Goes,
Tim Toohey

MLEAC ONSITE ASSESSMENT REPORT
CHARLEVOIX POLICE DEPARTMENT



CCE 911 Central Dispatch Authority

1694 US 131 Highway
Petoskey, MI 49770
231.347.3911

05-14-2026

To Whom it may concern

Charlevoix, Cheboygan, & Emmet Counties (CCE) Central Dispatch Authority is proud to maintain a strong and positive working relationship with the Charlevoix Police Department. Through continued collaboration, open communication, and mutual support, both agencies work together to ensure the safety and well-being of the residents and visitors within the community. The partnership between CCE and the Charlevoix Police Department is especially evident during the many festivals, community events, and seasonal activities hosted throughout the City of Charlevoix. Coordination between dispatch personnel and police officers allows for effective planning, real-time communication, and rapid response capabilities that contribute to safe and successful events for everyone involved.

CCE Central Dispatch also values the ongoing cooperation in training, operational communications, and daily coordination efforts. By working together and maintaining a shared commitment to professionalism and public service, both agencies continue to strengthen emergency response operations and enhance service to the community.

CCE greatly appreciates the dedication, teamwork, and partnership of the Charlevoix Police Department and looks forward to continuing this outstanding relationship for years to come.

Best Regards,

A handwritten signature in black ink that reads 'McCarther Griffis' followed by a stylized flourish.

McCarther Griffis
Executive Director
CCE Central Dispatch



Charlevoix Public Schools

Learning Success for All

May 14, 2026

To: MLEAC Assessment Team

Via Email: mleacassessor@charlevoixmi.gov

Subject: Letter of Support – Charlevoix Police Department Accreditation

To the MLEAC Assessment Team,

It is my distinct pleasure to submit this letter of support for the City of Charlevoix Police Department as they pursue accreditation through the Michigan Law Enforcement Accreditation Commission.

As a close community partner, I have had the privilege of working directly with the department on our safety and security initiatives. During Chief Jill McDonnell's tenure, I have been impressed by the heightened level of attention and priority given to the safety of our district and our community. The culture of professionalism and proactive engagement she has fostered within her team is evident in every interaction.

Chief McDonnell has been an instrumental member of our district's Safety Steering Committee. She is a highly active and supportive participant who provides critical insights and has stepped up as a presenter when asked. Her willingness to share her expertise ensures that our safety protocols are not only robust but also aligned with modern policing best practices.

The partnership between our district and the Charlevoix Police Department is a model of effective community collaboration. Whether through joint problem-solving, ongoing communication, or their visible support at district events and our schools throughout the school day, the department consistently demonstrates its commitment to building and maintaining public trust.

I fully endorse the City of Charlevoix Police Department for accreditation. Their dedication to meeting these rigorous professional standards is a testament to their commitment to excellence and the safety of our citizens.

Sincerely,

Mike Ritter, Superintendent

Charlevoix Public Schools

www.rayder.net

Charlevoix Elementary School

108 E. Garfield Avenue
Charlevoix, MI 49720
231.547.3215 p
231.547.3150 f

Charlevoix Public Schools Administrative Office

104 E. St. Mary's Drive
Charlevoix, MI 49720
231.547.3200 p
231.547.0556 f

Charlevoix Middle High School

05200 Marion Center Road
Charlevoix, MI 49720
231.547.3222 p
231.547.3245 f

SAFE in Northern Michigan

SAFE in Northern Michigan's mission is to prevent youth substance use in Antrim, Charlevoix, and Emmet counties by fostering youth development, raising community awareness, advocating for policy and environmental changes, and supporting collaboration through prevention initiatives and education.



May 14, 2026

To Whom It May Concern,

On behalf of SAFE in Northern Michigan, I am pleased to provide this letter of support for the City of Charlevoix Police Department as it pursues accreditation through the Michigan Law Enforcement Accreditation Commission (MLEAC).

SAFE in Northern Michigan is a community coalition focused on empowering youth to lead substance free lives. SAFE in Northern Michigan's mission is to prevent youth substance use in Antrim, Charlevoix, and Emmet counties by fostering youth development, raising community awareness, advocating for policy and environmental changes, and supporting collaboration through prevention initiatives and education. Strong partnerships with local law enforcement are essential to this work, and the Charlevoix Police Department has been a valued partner in supporting youth substance use prevention.

We appreciate the department's willingness to engage with prevention partners and contribute to broader efforts that reduce risk factors, promote protective factors, and create safer environments for young people within the SAFE region. Their involvement helps reinforce the importance of collaboration between law enforcement, public health, schools, families, and community organizations.

SAFE in Northern Michigan supports the Charlevoix Police Department's pursuit of MLEAC accreditation. We are grateful for the department's partnership and for its continued service to the Charlevoix community.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Koch".

Sincerely,
Randall Koch, LPC, CAADC
Chair, SAFE in Northern Michigan
rkoch@ltbbodawa-nsn.gov

**CHARLEVOIX COUNTY
PROSECUTING ATTORNEY**

Christopher D. Tholen

Gregory J. Weston
Chief Assistant Prosecuting Attorney

Jody M. McLeod
Assistant Prosecuting Attorney

Jonathan D. Hagy
Assistant Prosecuting Attorney

May 13, 2026

To: The Michigan Law Enforcement Accreditation Commission
From: Christopher D. Tholen, Prosecuting Attorney, Charlevoix County
Re.: Charlevoix Police Department Accreditation

To the MLEAC-

Thank you for evaluating the Charlevoix Police Department in their pursuit of accreditation through your Commission. I believe that you will conclude what I already know: the Charlevoix Police Department is a well-run, ethical, and organized department. My experience with them for the last 3+ years as the prosecuting attorney for Charlevoix County has been excellent. In addition to those 3+ years, I was an Assistant Prosecuting Attorney in a neighboring county for 10+ years and I can confidently say that the Charlevoix Police Department is doing things right. If you do find deficiencies (which I would assume many if not all agencies have some) I am confident that the Charlevoix Police Department will remedy them quickly. I can say that because I know that in addition to being well-run, ethical, and organized, they are committed to excellence.

Please contact me at my office if I can provide any further information that would be relevant to your accreditation.

May 13, 2026


Christopher D. Tholen (P76948)
Prosecuting Attorney
Charlevoix County



301 State Street Charlevoix, Michigan 49720
Tel: (231) 547-7207 Fax: (231) 547-7262
prosecutor@charlevoixcounty.org



Department of Public Safety

City of Petoskey

101 East Lake Street, Petoskey, Michigan 49770 • 231 347-2500 • Fax 231 347-2471

To whom it may concern,

It is my understanding that the Charlevoix City Police Department is in their final push to gain accreditation through the Michigan Association of Chiefs of Police. Being a former accreditation manager that was tasked with our first accreditation, I recognize the struggle and necessary changes that must be made in order to be compliant with set standards. Chief McDonnell is not only extremely knowledgeable with this process, she is quick to address necessary changes and open to outside input regarding these adjustments.

Chief McDonnell has been the Chief of Police in the City of Charlevoix for approximately 3 years. Within this time, she has been instrumental in changing the culture of the Charlevoix City Police Department in a positive way. Chief McDonnell is quick to offer assistance in matters and provide her vast knowledge regarding issues police departments are experiencing locally. For instance, Chief McDonnell has been instrumental with Central Dispatch's implementation of Hexagon Software throughout the three counties of CCE coverage. Chief McDonnell has assisted in choosing and helping develop software layouts while understanding functionality and ease of use to be high priority. I am confident Chief McDonnell has taken this same approach when reviewing and implementing policy change within her own department.

In the short time Chief McDonnell has been employed by the City of Charlevoix, she has made it her mission to address her department's policy shortfalls while improving the functionality of other area departments. Local leaders are quick to call Chief McDonnell to gain her honest perspective on issues. Due to the strong relationships she has developed with these local department heads, these conversations can be open and honest. The City of Charlevoix is a busy resort community that is becoming a highly coveted police employment location due to the leadership of Chief McDonnell.

Respectfully,

Adrian Karr, Director
Public Safety Department
101 East Lake St.
Petoskey Mi. 49770
231-347-2500



May 21, 2026

Dear Mr. Silverthorn,

My name is Sarah Holzschu, and I work as the Forensic Coordinator/Interviewer at the Women's Resource Center of Northern Michigan Children's Advocacy Center. In this capacity, I have a variety of responsibilities including scheduling and conducting forensic interviews as well as coordinating multidisciplinary team (MDT) meetings. Through this work, I collaborate closely with law enforcement officers from the Charlevoix City Police Department.

Over the past three years, our agency has worked hand in hand with the Charlevoix City Police Department on several cases involving child physical abuse, sexual abuse, and neglect. Throughout our partnership, the officers assigned to these cases have consistently demonstrated professionalism, thoroughness, and a trauma-informed approach in their interactions with children and families.

Our ongoing collaboration has been built on mutual trust, communication, and a shared commitment to serving and protecting vulnerable children, and adults, within our community. It has been a privilege to work alongside such dedicated professionals.

Sincerely,

Sarah Holzschu

2225 Summit Park Drive, Petoskey, MI 49770 • (231) 347-0067
24-Hour Help and Information Line (231) 347-0082 and (800) 275-1995 • Fax (231) 347-5805 • info@wrcnm.org • wrcnm.org



CHARLEVOIX VENETIAN FESTIVAL, INC.

309 Petoskey Avenue
P.O. Box 120
Charlevoix, Michigan 49720
PH 231-547-3872 / FAX 231-547-2977
www.venetianfestival.com E-mail: info@venetianfestival.com

May 26, 2026

Michigan Law Enforcement Accreditation Commission
3474 Alaiedon Pkwy, Suite 600
Okemos, MI 48864
mleacassessor@charlevoixmi.gov

RE: City of Charlevoix Police Dept/MLEAC Accreditation

To whom it may concern:

The Charlevoix Venetian Festival, Inc. wishes to express its unequivocal support for awarding MLEAC accreditation to the Charlevoix Police Department. The Charlevoix Venetian Festival, an annual summer event encompassing eight days and 30 component activities and events, is a microcosm which demonstrates the diligence and professionalism of the Charlevoix Police Department.

Charlevoix Police are deeply involved in the planning stages of the Festival to ensure orderly activities and the safety of all involved. The Police, along with the Department of Public Works, coordinate to safely close off our main thoroughway to vehicular traffic, providing state-of-the-art roadside barriers, and a consistent physical presence at locations where vehicles could potentially cause pedestrian harm.

In response to the unfortunate prevalence of violence in our society, Chief McDonnell has provided a comprehensive presentation for Venetian coordinators on best practices for reacting to an act of violence. Additionally the Charlevoix Police have prepared, and have furnished on-site for the Festival, a "mass casualty" kit in case of emergency.

In the case of inclement weather, the Department has identified the ambulance garage on State Street as a shelter location as necessary. In the 2025 case of inclement weather, the Chief, City Manager, and Venetian Committee were in regular communication to monitor whether it was necessary to evacuate the park. Of note, the Charlevoix Police were involved in a separate incident involving a fire at the time of such weather conditions, yet the Police communication with Festival coordinators did not falter. Their ability to handle multiple severe situations simultaneously is evident and impressive.

Additionally, the Charlevoix Police have a visible presence throughout the Festival, ensuring not

MLEAC ONSITE ASSESSMENT REPORT
CHARLEVOIX POLICE DEPARTMENT

only safety, but healthy interactions – officers participate in many events, including Kid's Day, exhibiting patrol cars and sharing stories with our youth. The Charlevoix Police have designated a specific location for reunification of lost persons, and have provided clear guidance for the public to approach any officer if lost or looking for someone.

The Department's participation in our Tiki Tent operations helps ensure that alcohol is limited to only those for whom it is appropriate (e.g. age, intoxication), and that patrons behave in an acceptable manner.

The Festival also stages mass gathering events which include numerous concerts by national acts, two nights of fireworks staged in both Lake Charlevoix and Round Lake Harbor, air shows and lighted nighttime boat parades. The Department plays a pivotal role in the planning, staging and oversight of such activities, acting as a point organization in multiple interactions with the Festival organizers, the United States Coast Guard, the Michigan Department of Natural Resources, the Charlevoix County Sheriff's Department, Lake Charlevoix EMS and the County Emergency Management Coordinator.

The relationship between the Charlevoix Venetian Festival and the City of Charlevoix Police Department has, over the years, been one of reciprocal respect and support. The outstanding professionalism of the Department embraces the finest elements of community.

Sincerely,



Dan Barron
President

xc: Chief Jill McDonnell (via e-mail)

Venetian Board of Directors

Dan Barron Ron Bindi Dean Davenport Anne Golski John Winn
Event Manager & Coordinator – Amy L. Kurtz

MLEAC ONSITE ASSESSMENT REPORT
CHARLEVOIX POLICE DEPARTMENT



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
GAYLORD POST

COL. JAMES F. GRADY II
DIRECTOR

May 26, 2026

Michigan Law Enforcement
Accreditation Commission
3474 Alaiedon Pkwy, Suite 600
Okemos, MI 48864

To Whom It May Concern:

I am writing to express my support and appreciation for the Charlevoix Police Department and the outstanding working relationship shared between our agencies. From patrol officers through department leadership, our departments have developed a strong partnership built on professionalism, communication, and mutual respect.

The Charlevoix Police Department consistently demonstrates a commitment to building positive community relationships while maintaining accountability and public safety standards. The Michigan State Police hold our officers to those same high standards, which allows our collaboration to remain seamless, efficient, and productive.

The Charlevoix Police Department regularly utilizes Michigan State Police officers during festivals and community events to help increase patrol presence and ensure public safety. The open communication between Chief McDonnell and myself has created a dependable two-way avenue for discussing and addressing the needs of both departments.

It has been a privilege working alongside the Charlevoix Police Department, and I greatly appreciate their continued dedication to the community and cooperative partnership with the Michigan State Police.

Sincerely,

A handwritten signature in cursive script, appearing to read "Harold Terry".

Harold Terry, First Lieutenant
Post Commander
Gaylord Post

May 25, 2026

Dear Michigan Law Enforcement Accreditation Commission Members,

I write to you today to express my sincere gratitude for the strong partnership between the Charlevoix Police Department, the Charlevoix Township Fire Department, and the Charlevoix County Sheriff's Department.

These three entities work side by side, coordinating safety services throughout the year for numerous events such as the Challenge Mountain fundraiser, Boyne Thunder, and the weeklong Charlevoix Venetian Festival. Routing and controlling traffic through the city as pedestrians crowd the sidewalks and streets, jay walking their way to a better view of the 100+ Boyne Thunder cigarette boats, takes a lot of forethought, preparation, and manpower. Patrolling Lake Charlevoix, Round Lake, and Lake Michigan during the poker race keeps the Sheriff's marine patrol busy as hundreds of boaters crowd the waterways in their kayaks, pontoon boats, other pleasure craft. The fact that our police, sheriff's deputies, and firefighters work together to ensure the safety of all is a major undertaking.

The same coordination occurs every third week of July during the Charlevoix Venetian Festival. The festival draws over 50,000 people to our small town. Traffic is routed away from the downtown area but still has to cross the drawbridge with a left turn off of Park Street. Utilizing the Department of Public Works signage and the other departments' safety barriers to close down Bridge Street takes a great deal of physical labor and managed coordination. Walking through the crowds, watching for signs of trouble, and maintaining a peaceful presence is vital for this weeklong celebration that draws hundreds of visitors who come for the party, bands, and fireworks. Keeping us safe is their number one priority.

As the District 6 Charlevoix County Commissioner, I represent the city of Charlevoix and Charlevoix Township at the county level. Over the past several years, I have directly observed the city police, township fire, and county sheriff's departments working together to save boaters, remove debris to open roads, complete safety checks throughout the county, and assist during emergencies and accidents. Their professionalism and dedication is exceptional. We are fortunate to have them.

Respectfully submitted,

Annemarie Conway

Commissioner Annemarie Conway

District 6, Charlevoix & Charlevoix Township

3. Media Interest

There were no inquiries from the media to assessors regarding the on-site.

4. Community Outreach Interviews

Assessors met with the following community members and leaders:

- Mark Heydlauff – City Manager
- Lyle Gennett – Mayor

MARK HEYDLAUFF – CITY MANAGER

Assessors Calzetta and Hadfield met with Mark Heydlauff on Tuesday afternoon. Mark Heydlauff is the city manager for the City of Charlevoix and has been in his current position for 11 years. He described Chief McDonnell as a great chief and has confidence in her leadership. He explained that he has a great line of open communication with Chief McDonnell.

Mark explained that the agency and its officers are great at doing the same thing consistently, regardless of whether it's with a city resident or a visitor to the community. He explained that the agency is very independent and is very capable handling anything. He made mention that Chief McDonnell does a great job with event planning from a safety perspective and sees the importance of being prepared during a large event in the city. Mark explained that the officers go above and beyond serving the community, often going above and beyond what is required to ensure a high level of service is provided.

Mark explained that he recognizes the current staffing shortages with law enforcement. He stated that the Charlevoix Police Department is selective in hiring so that the correct person can be picked to match the positive culture of the department and the city. Mark talked about succession planning within the agency, and he feels that the agency is in a good position with seasoned veterans ready to step into future leadership roles. Mark is very supportive of accreditation and sees the importance of it.

LYLE GENNETT- MAYOR

Assessors Calzetta and Hadfield met with Lyle Gennett on Tuesday afternoon. Lyle is the current Mayor of Charlevoix. Lyle has a strong connection to the city of Charlevoix as he served on the Charlevoix Fire Department from 1979-2004. Lyle spoke very highly of the agency and Chief McDonnell. Lyle explained that Charlevoix is a very unique place. During the winter months the city is very small and during the summer months, the population overwhelmingly expands due to visitors and seasonal residents. With just 7 officers, Lyle explained that the agency does an outstanding job handling the busy summer months with so few officers.

Lyle stated that it is his perception that the city of Charlevoix supports its police department.

He has had very positive feedback from the community about the chief.

5. Agency Ride Along

Assessor Calzetta Ride-Along

Assessor Calzetta rode with Chief McDonnell on Tuesday May 26th from 11:00AM-12:00PM. Being a small agency, it is not uncommon for Chief McDonnell to work the road. Several times during the on-site visit, Chief McDonnell would hear a call go out and offer to help her officers with handling the calls.

We began the ride along by touring the city. Chief McDonnell Assessor Calzetta several points of interest in the area including several privately maintained neighborhoods in the city, the Charlevoix Historic Train Depot, the Charlevoix Municipal Airport, the Charlevoix Golf Club, and the downtown area.

Chief McDonnell showed great knowledge of the city and its history and showed that she is invested in city safety. She spoke highly of the city as a whole and it was clear that she was proud to be a law enforcement leader in the city.

Assessor Calzetta observed that the city is very friendly and clean. Many people waved as we drove around. Chief McDonnell observed a golf cart in a public park area. She got out to speak with the riders of the golf cart, educate them on local laws regarding use of the cart, and ensured it was legally registered. She was friendly and knowledgeable and it was apparent that the citizens she spoke with were appreciative of her easy going personality. Chief McDonnell was friendly and very professional during the interaction.

Assessor Hadfield Ride-Along

On 5/26/2026 Assessor Hadfield conducted a ride along with Chief McDonnell, traveling from the station to the CCE 911 Central Dispatch. This is about 20 minutes outside of Charlevoix, located in Petoskey and serving the Charlevoix, Cheboygan and Emmet Counties.

The facility is very clean and operated as a professional dispatch center. Upon entering, Assessor Hadfield was greeted by front door staff, and taken into the Dispatch Center. Before entering, a wall decorates the hallway with each dispatcher "EMD Certification" something they are proud of. The dispatch center has an emergency backup generator supplied by Natural Gas & Propane. The center handles over 150,000 calls per year, covering 13 Law Enforcement Departments, 25 Fire Departments, 6 EMS agencies.

During our tour I met with staff who showed the Assessor how they manage the officers, including reviewing their calls signs matching the assessment review of policy, as well as observing them taking in an active EMD call at the time. We discussed ways to help Charlevoix with Accreditation to include detailed notes in Calls for Service and Mutual Aid. Assessor Hadfield also met with the supervisor who explained their excitement for additional staff to be coming on soon, and hopes to run with 4 full time Dispatchers. Their Dispatch center appeared properly organized, clean and well maintained, conducting 24 hours operations.

During the ride along with Chief McDonnell, she went over her love for the job, coming out of retirement to take on this role and her love for the community of Charlevoix and challenges she faced. She hopes to add in an additional School Resource Officer and utilize them for extra cover during the busy summer months when school is not in session.

Assessor Hadfield also conducted a second ride along within the City of Charlevoix with Sgt. Matt Umulis. During this time, we viewed the city from all directions, passing by the High School, brand new Public Works Facility, Airport, Marina, numerous subdivisions and High-End Real-estate areas, Industrial Park and County Jail. We responded to one call in regards to a trouble teen at School, where Sgt. Umulis was able to use his experience to calm the teenager down, convincing him to finish out the day in class with no further issues. He was assisted by Charlevoix County Sheriff who responded as well. Sgt. Umulis has the most time on the job in Charlevoix, and hopes to continue his career where he started, considering a larger role as Chief one day. He provided information that Chief McDonnell has come in and done a great job with the agency, and they are all learning about accreditation and support the process. He advised the Department could use 1-2 more officers for staffing, as he and others cover a lot of shifts due to an injury and new officer training, and is hoping that a Full Time School Resource Officer could be provided. This would provide summer support for patrol operations as they have a heavy influx of visitors during warm weather. During our tour, it stood out how many people waved and stopped Sgt. Umulis just to say hello, showing good community support. Sgt. Umulis added the next best thing would be a department boat, as they have access and control of the launch, but do not have a department boat and are surrounded by water. They are supported by Coast Guard and County Patrols, but do not have one of their own. We returned to the station as Sgt. Umulis needed to help transport an elderly citizen to court as a victim. The experience was showing an agency that goes the extra step to protect and serve its residents and visitors.

6. Community Involvement

The Charlevoix Police Department is committed to maintaining strong relationships with the community through a variety of educational, mentoring, and service-oriented programs.

The department participates annually in the Shop with a Hero program. Sergeant Orban serves as the county coordinator, organizing the selection of approximately five children

from each community within Charlevoix County and recruiting first responders from throughout the county to participate as shopping companions and mentors for the children.

Department members actively participate in Makers Day at Charlevoix Elementary School as part of the school's STEM curriculum. Officers provide hands-on demonstrations of various aspects of law enforcement. One popular activity involved teaching students about fingerprint identification, including different fingerprint patterns. Students were able to examine their own fingerprints using ink and determine which fingerprint classification they possessed.

The department also participates in Charlevoix Elementary School's annual Field Day activities and supports the kindergarten visit to the Charlevoix County Sheriff's Office. During this event, students have the opportunity to interact with first responders from across the region, including law enforcement officers, firefighters, emergency medical personnel, and members of the United States Coast Guard.

The Charlevoix Police Department regularly hosts tours for local Girl Scout and Boy Scout troops, providing youth with an opportunity to learn about police operations, public safety, and careers in law enforcement.

Department personnel have participated in mock interview programs with Charlevoix High School students, helping prepare young adults for future employment opportunities by providing interview experience and constructive feedback. Additionally, officers actively support community events throughout the year, including the Kids Day activities during the Venetian Festival, where they engage with families and youth in a positive and informal setting.

Beyond community events, department members are actively involved in a variety of community organizations and collaborative initiatives. Department personnel support and participate in programs offered through the Women's Resource Center and work closely with community partners to assist victims and families in need. Members of the department serve on local School Safety Improvement Teams, collaborating with school administrators, educators, and community stakeholders to enhance school safety and emergency preparedness. Department representatives also participate in the Juvenile Drug Treatment Court program, working alongside the courts, schools, treatment providers, and families to support at-risk youth and encourage positive outcomes through accountability, treatment, and mentorship.

Through these programs, partnerships, and volunteer efforts, the Charlevoix Police Department strives to build trust, foster positive relationships with residents, support youth development, and contribute to the overall well-being and safety of the community.

F. Essential Services:

Chapter 1 – The Administrative Function

Direction of Personnel (1.1)

The Chief issues all official orders. The agency uses Power DMS for its accreditation documentation, used outside assistance from the Rossow Group to facilitate organizing their General Orders. The overall written directive system was clear and understandable. The directives were constructed logically, with employee duties and responsibilities clearly defined, including constraints on employee actions and expectations.

Fiscal Control (1.2)

The agency does not maintain cash account, as citizens are directed to City Hall (same Building) for any payments. They do have a department credit card for use as needed and in compliance with standard reporting. Other cash collected is by parking enforcement which is taken directly to the City Hall vault, and not handled within the agency.

Internal Affairs (1.3)

Internal Affairs is the responsibility of the Chief. The agency accepts and investigates all complaints against the agency or its employees, including anonymous complaints. The department received Three (3) citizen complaint in 2025, (one from 2022 carry-over). Two were determined to be unfounded, and one report was provided coaching and reinforcement for professional conduct.

Disciplinary Procedures (1.4)

The agency's written directive system details the rules, regulations, and expectations for employee conduct. The agency is well-disciplined and has procedures to apply training and counseling in lieu of punitive employee discipline. The agency's disciplinary procedure includes corrective actions for minor complaints, which include verbal warnings and notice of infractions. The agency has an appropriate appeal and grievance process in place with established timelines. There was only one discipline provided in 2025 in regards to a coaching/counseling provided by the Chief.

Organization (1.5)

All sworn personnel take, sign, and subsequently abide by an oath of office to enforce the law and uphold the Constitution of the United States and the Constitution of the State of Michigan and faithfully perform the duties of a police officer for the Charlevoix Police Department. All agency personnel acknowledge a code of ethics and receive ethics training. The agency strictly prohibits bias-influenced policing. There is a clear definition for bias-influenced policing, including but not limited to the selection of individuals based on a common trait of a group, including: race, ethnicity, or national origin; gender; sexual orientation; religion, economic status; age; or cultural group as the sole basis for police activity. Allegations of biased policing will be investigated in accordance with Internal Affairs directives.

The agency is committed to a harassment-free work environment and will not tolerate discrimination. The directive requires employees to report any type of harassment and requires investigations to be conducted in accordance with state law.

The police personnel have a structured unity of command.

Agency Equipment and Property (1.6)

The agency has a process for maintaining law enforcement-related equipment in an operational state. This includes a process for notification through defective condition reports. They conduct daily equipment checks, proper wearing of vest observed during on-site assessment, and care instructions. All officers observed during on-site assessment showed proper grooming to standards.

Public Information (1.7)

The Chief serves as the agency's public information officers and handle news releases, in alignment with the process outlined in policy. They had one major incident where the PIO and scene were controlled after a suspicious fire. They coordinate with local media for events during the summer providing updates to the community through social media and News Sources.

Agency Records and Computers (1.8)

The agency has a detailed written directive system describing field reporting, follow-up investigations, and the approval of reports by supervision. The department controls access to agency records electronically with records management passwords. There are extra security measures for non-public records. All freedom of information requests are handled by records personnel, and the agency abides by the state retention and disposal requirements in accordance with the Michigan Statute and Records Management. During the onsite we discussed removal and security of Juvenile records and the assessors observed the extra layers within report system for Juveniles. Chief McDonnell also informed of the addition of a new reporting system to take effect later in 2026 that is getting great reviews, to replace the current "Central Square" program.

The agency has procedures to protect its central records. The data is stored and backed up electronically and is password-protected. During the assessment period, annual security audits and password audits were performed. There were no breaches in security during the assessment period. The agency's records management system is Tyler Technologies New World RMS.

Charlevoix conduct's updates to calls in their field reporting system, and reports generated are reviewed by supervisors prior to submission for record.

Agency Training (1.9)

The agency executes a well-formulated training plan. Agency training is often hosted at outside venues due to County size, other than in-house training. The training records are current and managed while retained by applicable retention schedules. Training course content is outlined, and lesson plans are utilized. In-house instructors are properly trained

and experienced. New sworn personnel are required to complete a defined training. Field training officers are properly selected and trained. Newly promoted personnel receive training consistent with their new responsibilities and tasks. The agency has a remedial training policy in place. During the review, they have not had a new officer to use the FTO program in the past 2 years, but during the onsite were beginning phase 1 with a new recruit and showed proper documentation of the approved forms and process.

The written directive properly identified specific required in-service training topics. Training includes, at minimum, hazardous materials awareness training, first aid/CPR/AED, Taser, firearms, defensive tactics, emergency vehicle operation, ethics, bias-influenced policing, harassment in the workplace, incident command, supervision and care of detainees, supervisor leadership development, mental health first-aid, and stress recognition training. All topics have a frequency assigned. Charlevoix utilizes Police One for online training component. They do not have any Tactical Team training, and provided N/A letter. They have processes in place for Military Deployment and reintegration, but had not had to use.

Authorization and Use of Agency Weapons and Ammunition (1.10)

The Chief is the authorizing authority for weapons and ammunition requirements, including specialized weapons. The agency uses certified/qualified staff for armorer inspections, repair, and replacement. Records of weapons are properly maintained with guidelines for storage.

The agency complies with proficiency and qualification training standards. Records are in place for primary and secondary handguns, defensive tactics, rifles, shotguns, and Tasers.

The agency complies with LEOSA guidelines, including a LEOSA-compliant identification card and required training with proof of recent re-certification for retirees.

Chapter 2 – The Personnel Function

Personnel Benefits and Responsibilities (2.1)

The agency has well written directives outlining an employee assistance program, line-of duty injury and death circumstance policy, and an employee collision and review process. The agency uses a third party provider for the Employee Assistance Program (EAP). The agency also has a comprehensive exposure control and reporting policy. Members of the Charlevoix Police Department need to obtain written permission and approval for off-duty employment and is granted at the discretion of the Chief of Police. The agency does not authorize participation in extra-duty employment.

During the assessment period, there were no collisions or work related injuries reported to the agency.

The agency has a robust Critical Incident Stress Management policy and offers a multitude of services for officers involved in a critical incident.

Performance Evaluations (2.2)

The Charlevoix Police Department requires All sworn and non-sworn agency personnel receive documented annual performance evaluations. The performance evaluation system has a well-defined purpose statement with established and defined criteria, scored on a rating scale. The system also includes directives to raters regarding evaluation responsibilities and procedures on how to use the required forms. Training for evaluators is documented, and the evaluations are maintained according to the department's retention schedule. The evaluation system has a clear appeal process.

The agency has uses an in house tracking system for the Early Warning System. The tracking system is well organized and clearly documents the required behaviors for tracking.

Promotion of Sworn Personnel (2.3)

The promotional process is well documented in the written directive. During the promotional process, the Chief of Police works directly with the Human Resources Department to administer the process. The CEO makes the final decision on all promotions.

Recruitment of Sworn Personnel (2.4)

The recruitment plan contains a clear statement that the agency is committed to equal opportunity. The stated goals and objectives for recruitment are clear and understandable. The department maintains an open and accessible application process, allowing individuals to apply and express interest throughout the year. Communication with applicants is timely, consistent, and informative, ensuring candidates understand the hiring process, expectations, MCOLES eligibility requirements, and lateral transfer opportunities.

Interviews are conducted on a rolling basis or at regularly scheduled intervals to allow for the continuous evaluation of qualified candidates. The department strives to maintain an efficient hiring process while ensuring all candidates are thoroughly vetted.

The department maintains a consistent digital presence through its website and social media platforms to promote employment opportunities, highlight department operations, and provide insight into the profession.

Recruitment efforts include continuous communication and relationship-building with community colleges, universities with criminal justice programs, and regional law enforcement academies. Department members engage with these institutions through career presentations, outreach, and ongoing coordination to identify and encourage prospective candidates.

All employment opportunities are posted through appropriate professional channels, including the Michigan Commission on Law Enforcement Standards (MCOLES), as well as other relevant job platforms.

Selection of Personnel (2.5)

The Charlevoix Police Department has a complete written process for the selection of new full-time personnel, which includes a thorough background investigation, as well as a medical and psychological exam. The Chief of Police makes the final decision on the selection of new personnel. The agency had proofs that matched the policy language. The agency is currently fully staffed at seven sworn officers.

The Charlevoix Police Department is compliant with Public Act 128 of 2017 (Law Enforcement Separation of Service Record Act).

Reserve Officers and Civilian Volunteers (2.6)

The Charlevoix police department has two parking enforcement officers and two boat launch staff on a seasonal basis. The agency showed compliance with the hiring and training process. The agency does not utilize a reserve officer program or a civilian volunteer program and the appropriate N/A letter is on file.

CHAPTER 3 – The Operations Function

Arrest, Search and Seizure (3.1)

The Charlevoix Police Department is a full-service agency with arrest powers. The department and its policies follow the U.S. Constitution in relation to arrest and search and seizure. The agency recognizes the foundation set forth in the Fourth Amendment. Department policy outlines the warrantless search exceptions and the need for a court authorized search warrant, when applicable. The agency takes in-custody arrests directly to Charlevoix County Jail for processing and lodging. The agency has a comprehensive strip search and body cavity search policy in place. The policies outline when and where such searches may be conducted, the persons able to conduct such searches, and requiring supervisory approval for any such searches. Body cavity searches may only be conducted upon receipt of a valid search warrant. There were none in the period.

Interview and Interrogation (3.2)

The agency has established procedures for compliance with contemporary criminal procedural requirements related to interviews, investigative detention interviews, and interrogations. The department has an interview room located on the first floor that has audio and video recording capability for custodial or non-custodial interviews. The agency encourages the use of audio and videotaping capabilities for purposes of recording statements and confessions in an overt or covert manner consistent with state law. The department has a system of notification in case of emergency, including radio emergency alarms, Phone and/or visual observation. There are also lockers available to secure weapons prior to conducting interviews if needed. Written directives provide specific direction as to juveniles being afforded the same procedural rights as adults and emphasizing the importance of parents or guardians being present during an interview or interrogation, if possible. Agency policy specifies the number of officers or investigators present in an interview room be no more than two, unless special circumstances exist.

Use of Force (3.3)

The Charlevoix Police Department documents and meaningfully reviews all use of force incidents, and conducts an annual aggregate summary and analysis. The agency also submits reports to the Department of Justice and Federal Bureau of Investigation National Use of Force Data Collection in accordance with the standards. In 2025, the agency was involved in three (3) use of force incidents; the agency noted this as one of the safest years to date with such numbers. All use of force incidents were found to be within departmental policy, and force used was consistent with department training. The agency has a policy in place that any officer involved in an incident that results in serious injury or death, or through the discharge or use of a firearm or weapon, will be immediately reassigned from patrol duties pending the completion of an investigation. Charlevoix has very low residential population during the winter, and increase in summer, but notices the people on “vacation” do not appear to be causing them trouble. The review of the use of force is consistent with Calls for Service, low officer contact / arrest per shift. Two use of force incidents were from arrests defined as active resistance, and one use of force from Mental Health high risk stop. They have a “Duty to Intervene” policy, but no occurrences in period.

Communications (3.4)

The Charlevoix Police Department utilizes the CCE central dispatch communications center for all emergency and routine calls for service. Other calls may be routed to the front desk for non-emergency and general questions during normal business hours. The assessment team was able to tour the communications center and spoke with telecommunicators on-site. The Counties telecommunicators are certified to handle Emergency Medical Dispatch (EMD) calls for service, proudly displaying all Dispatchers Certificates in the hall. All recordings are maintained for a minimum of thirty days. A back-up generator is located on-site, and will automatically engage in the event of a power supply outage. The communications center is also equipped with an uninterruptible power supply (UPS), which is designed to bridge the gap between a power outage and the activation of the generator. The generator completes a self-diagnostic monthly test and a panel located outside of the communications center notifies personnel of any errors or faults, if detected. The generator is inspected per the manufacturer’s recommendations, and is tested under a full load quarterly.

Field Activities (3.5)

The written directives established by the Charlevoix Police Department complies with accreditation standards for motor vehicle pursuits. In 2025 the agency had zero (0) motor vehicle pursuits, but assisted by clearing traffic as another agency drove through their town. Officers are required to complete a written report for all motor vehicle pursuits, and each pursuit is subjected to a meaningful review by a supervisor. An annual summary of all vehicle pursuits in the aggregate and an analysis was completed, per the requirements of the standard. The agency works on training involving pursuits in case they occur. The agency allows for the use of pursuit termination techniques, controlled roadblocks, and boxing in. Ramming or other force-stop methods are only allowed in last-resort situations. Criteria and procedures for the execution of these techniques is found within the written directive, including requiring supervisory approval for the use of such techniques and will

continue with training to ensure all are ready for their use. The agency has video recording equipment in their patrol vehicles as body cameras and Mobile In-Car Cameras. Videos are downloaded and retained for the appropriate retention period, unless needed to be retained beyond that for purposes of evidentiary value. The written directives established by the Charlevoix Police Department complies with accreditation standards for foot pursuits. In 2024/25 the agency recorded zero (0) foot pursuits but conducts training and discussion to keep officers ready if needed. The Charlevoix Police Department mandates the use of seat belts for all occupants when riding in agency-owned vehicles. This includes a policy for the use of child safety restraints when appropriate. The agency does not have a K-9 program and has a waiver on file.

Traffic Safety and Enforcement (3.6)

The Charlevoix Police Department has applicable policies in place regarding traffic violation enforcement, enforcement options, offenders, and traffic direction and control. The directive establishes procedures for conducting motor vehicle stops, including high risk stops. The enforcement options include warnings, citations, and arrest, when appropriate. Several examples were noted. They do not frequently handled Direction and Traffic control at crime scenes or fires, as the Fire Department handles that while the agency mitigates the Police Situation. They do traffic direction for festivals and pedestrians at events.

Homeland Security/Critical Incidents (3.7)

The Charlevoix Police Department has a EOP in Policy covering 3.7. The directives were clear, but not the proofs and forms. The critical incident plan in place, which includes command, operations, planning, logistics, and fiscal responsibility is well written. The agency participates in multiple community events each year, and for each event a plan will be created that is complete and thorough, utilizing the incident command system. The agency uses proper forms for dissemination for Special Event planning to cover major topic areas and coordinate with others.

Chapter 4 – The Investigative Function

Criminal Investigation (4.1)

The Charlevoix Police Department has a case screening system that is capable of restricting access to unauthorized persons and has procedures for the internal disposition of cases. The agency also has a comprehensive eyewitness identification policy with detailed procedures for each type of eyewitness identification.

The agency does not currently use License Plate Readers and have the correct Non-Applicable letter on file.

Crime Scene Processing (4.2)

The Charlevoix Police Department has officers trained as evidence technicians and officers have basic traffic crash investigation skills. Any significant or fatal traffic crash that occurs,

the agency has 24-hour access to the Michigan State Police for assistance. Both evidence technicians and traffic crash investigators can be reached 24 hours a day.

Written directives are in place to ensure the proper identification, preservation, and collection of evidentiary items. The agency is compliant with evidence collection standards and submission requirements.

Storage of Evidence and Property (4.3)

The agency uses a complaint system to appropriately track and catalog evidence. Chain of custody is tracked on property cards within the evidence room, and all observed evidence was properly packaged and labeled. The evidence repository was clean and organized upon inspection by the assessors. The agency has a safe within the repository as an additional layer of security for high-value / sensitive items and have a separate firearms safe for the storage of firearms.

The processing room outside of the evidence room is neat and organized and the agency uses temporary lockers for officers to place evidence in for the evidence room custodian to later process.

The agency has a dedicated evidence room custodian and a backup custodian. The agency uses an electronic scanning system for access to the evidence room and all of the scans in and out of the room are logged and tracked. Cameras are both outside of the evidence room and inside the evidence room covering the appropriate areas.

Juvenile Matters (4.4)

The agency defines relevant terms associated with juveniles. The agency does not process juveniles inside its facility. In the event the agency would need to place a juvenile in secure detention, the agency would transfer the court pending placement to a juvenile detention facility. The agency ensures juveniles' constitutional rights are protected and has procedures for parent or guardian notification.

Special Investigations and Operations (4.5)

The Charlevoix Police Department has appropriate procedures set forth for handling special investigations. The agency does not utilize confidential informants and has the appropriate non-applicable letter on file. The agency has established protocols for both adult and juvenile missing persons and unidentified persons. The agency follows the requirements of the Newborn Safe Delivery law.

Chapter 5 – The Arrestee/Detainee/Prisoner Handling Function

Transporting/Processing/Holding of Arrestees/Detainees/Prisoners (5.1)

The Charlevoix Police Department has established procedures for the transportation of arrested subjects, including searching vehicles before the beginning of each shift, before and following any transport, and securing arrested subjects in restraints during transport.

Patrol cars have been modified so the door handles and windows do not operate, and a safety barrier separates the rear holding area from the officers' and the rear equipment areas. Safety belt use is required when transporting arrestees, detainees, or other subjects inside the patrol vehicle.

Processing of Arrestees/Detainees/Prisoners (5.2)

Non applicable waiver on file. The agency utilizes Charlevoix County Jail for all of the processing, holding, and housing of their arrestees and prisoners.

Holding of Arrestee / Detainees / Prisoners (5.3)

Non applicable waiver on file. The agency utilizes Charlevoix County Jail for all of the processing, holding, and housing of their arrestees and prisoners.

Chapter 6 – Campus Security and Policing

The Charlevoix Police Department is not a college, university, campus law enforcement agency, or campus security agency.

G. Applied Discretion Compliance Discussion

This section provides specific information on those standards found to be in-compliance after on-site adjustments were made.

The agency had no applied discretions.

H. Waivers of Standards

This section provides specific information on those standards which qualified for waivers. Waivers are available to agencies when it is impossible to comply with a specific standard. A request to waive standard compliance must be made to the Michigan Association of Chiefs of Police Accreditation Program Director in writing, on official agency letterhead, signed by the CEO. The following standards were granted non-applicable waivers:

- 1.2.1 - Fiscal Control (Note: Compliance with credit card portion provided)
- 1.9.8 - Tactical Team Training
- 1.10.1d - Munitions
- 2.6.1d - Statutory Training for Special Enforcement
- 2.6.2 - Civilian Volunteer Program
- 3.5.9 - Police Canine
- 4.1.3 - License Plate Reader Systems
- 4.5.2 - Special Investigations Operations
- 4.5.3 - Confidential Sources
- 5.2 - Processing of Arrestees
- 5.3 - Holding of Arrestees
- Chapter 6 - Campus Security

I. Standards Noncompliance Discussion

The agency had no standards in noncompliance.

J. Future Performance / Review Issues

Assessor spoke with Chief McDonnell about future performance of the accreditation process. The assessment was very well done and files were organized and very minimal corrections were needed prior to the on-site. The policies were drafted very well and met the standard language very well. The additional security for juvenile records was in compliance by being locked up and marked on the folder, but suggestions were made to separate them even further by having a dedicated separate location from them separate from other case reports.

We discussed having a dedicated Accreditation Manager separate from the chief to help improve accreditation culture and knowledge of the program to the patrol officers. Being a small agency, documentation of notification of a supervisor was at first difficult to proof out due to it usually being a phone call or message. Chief McDonnell noted that she has been working with officers so that they incorporate more of this communication in the police report so it is more formally documented.

Overall, assessors were very impressed with the agency and its operations. Having no applied discretions or non compliance issues on the initial assessment is a very rare accomplishment and she was given praise by the assessor for this. It was very apparent that the Charlevoix Police Department took this accreditation program seriously and they are an agency that is committed to excellence.

K. Summary and Recommendation

A thorough review of the files for compliance was conducted, as well as observations of compliance. After interviews were conducted, it was determined that the agency was in compliance with all of the established accreditation standards.

Accreditation is recommended.

Team Leader- Sgt. Nicholas Calzetta
5/31/2026

Team Member- Lt. Andrew Hadfield
5/31/2026

Charlevoix City Council

Presentations

Title: Police Department Overview of Accreditation and Department

Date: August 17, 2026

Presented By: Jill McDonnell, Chief of Police

Background:

The City of Charlevoix Police Department pursued and successfully achieved accreditation through the Michigan Law Enforcement Accreditation Commission (MLEAC). The accreditation process included a comprehensive review of department policies, procedures, training, operations, and documentation to ensure compliance with established professional standards and recognized best practices in Michigan law enforcement.

As part of this process, the department reviewed and updated numerous policies and procedures, strengthened internal practices, and implemented operational improvements designed to enhance professionalism, accountability, consistency, and service to the community.

Chief McDonnell will provide an overview of the MLEAC accreditation process, including the work required to achieve accreditation, as well as highlight key departmental changes and improvements that were implemented throughout the process.

Recommendation:

Attachments:

None

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - August 5, 2026

Date: August 17, 2026

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. 2026.08.05 CC DRAFT

City of Charlevoix
City Council Regular Meeting Minutes
Wednesday, August 5, 2026 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

2. Roll Call

Mayor: Lyle Gennett
Members Present: Aaron Hagen, Dennis Halverson, Phil Parr
Members Absent: Janet Kalbfell, Mark Knapp, Richard Spring
City Manager: Mark L. Heydlauff
City Clerk: Sarah J. Dvoracek, absent

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 Hagen to approve the consent agenda as presented.
Yeas: Halverson, Parr, Hagen

Nays: None

Absent: Kalbfell, Knapp, Spring

Motion carried.

A. City Council Meeting Minutes - July 20, 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
07/16/2026	Special Accounts Payable Run	\$4,313.81
07/27/2026	Special Accounts Payable Run	\$57,994.72
07/31/2026	Payroll (regular payroll net pay)	\$177,188.11
07/31/2026	Payroll Remittance Checks	\$6,764.00
08/06/2026	Regular Accounts Payable	\$749,844.76
07/20/2026-07/31/2026	ACH/WIRE Payments	\$599,231.93
07/16/2026	Special A/P Tax Disbursement	\$1,057,897.43
07/27/2026	Special A/P Tax Disbursement	\$21,537.57

Grand Total		\$2,674,772.33
The detailed accounts payable and payroll check registers can be viewed on the City's website .		

- C. City Band Request for Public Entertainment: \$5,000
Motion to approve the agreement with the City Band for \$5,000 for free public entertainment.
- D. 2026 Election Excellence Grant Acceptance
Motion to approve the acceptance of a \$5,000 grant from the 2026 Election Excellence Grant Program and authorize the City Clerk to execute all necessary agreements.
- E. Electric Department Succession Planning
Motion to approve the hiring of an additional Apprentice Lineman.
- F. City Band Rehearsal at Odmark Pavilion
Motion to grant permission for City Band and/or it's off shoot to practice at the Odmark Pavilion on August 16, 2026 at 2:00 PM.

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

8. Reports and Communications

A. Public Comment

- Ben Kornmeirer, 317 Antrim St., stated his concerns about the 300 block of Antrim St. regarding flooding in heavy rains
- Annemarie Conway, County Commissioner, provided Council with several updates from the County including different ideas for long-term rentals and the Bergmann Center

B. City Manager's Comments

- Working through health insurance rates and vendor options
- Venetian and Marathon events were a success

C. Mayor and Council Comments

- Council Member Halverson inquired about Andy's sign and sidewalks from Marion Center to M-66 and US-31

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:17 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

DRAFT

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: August 17, 2026

Presented By:

Background:

Recommendation:

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

Attachments:

1. Accounts Payable and Payroll Check Register Report

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/03/2026 - 08/03/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
08/03/2026	147825	HARTFORD, THE	2,453.94
1 TOTALS:			
Total of 1 Checks:			2,453.94
Less 0 void Checks:			0.00
Total of 1 Disbursements:			2,453.94

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

08/03/26 Special Accounts Payable Run	\$	2,453.94
08/14/26 Payroll (regular payroll net pay)	\$	178,089.60
08/14/26 Payroll Remittance Checks	\$	6,936.33
08/18/26 Regular Accounts Payable	\$	570,293.06
Checks Sub-Total:	\$	757,772.93

HUNTINGTON NATIONAL BANK - EFT/WIRE PAYMENTS

08/03/26 AMG Payment Solutions	\$	993.74
08/03/26 AMG Payment Solutions	\$	34.99
08/03/26 MI Public Power Agency	\$	16,963.04
08/10/26 MI Public Power Agency	\$	2,442.01
08/11/26 DTE Energy	\$	2,775.69
08/11/26 iSolved, Inc.	\$	75.00
08/11/26 State of MI (Sales Tax)	\$	43,297.13
08/14/26 IRS (Payroll Tax Deposit)	\$	63,117.63
08/14/26 Empower Trust Co LLC (HCSP)	\$	558.00
08/14/26 MissionSquare 401 Plan	\$	1,340.21
08/14/26 MissionSquare 457 Plan	\$	28,374.35
08/14/26 MissionSquare Roth IRA	\$	1,475.00
08/14/26 State of MI (Withholding Tax)	\$	9,566.10

ACH Sub-Total: \$ 171,012.89

Huntington National Bank Total: \$ 928,785.82

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

07/29/26 Special A/P Tax Disbursement	\$	948,455.69
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Charlevoix State Bank Total: \$ 948,455.69

Grand Total: \$ 1,877,241.51

APPROVED:


 CITY MANAGER


 CITY TREASURER


 CITY CLERK

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CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 0000000055

Name	Check Date	Gross	Net
HEYDLAUFF, MARK L.	08/14/2026	6,859.85	4,626.91
DVORACEK, SARAH J.	08/14/2026	3,533.40	2,525.64
KLOOSTER, ALIDA K.	08/14/2026	3,849.79	2,569.45
BARNEVELD, RICHELLE L.	08/14/2026	2,080.00	1,469.12
SCHULZ, GINNY L.	08/14/2026	2,400.89	1,615.26
JENKINS, JESSICA-RAE A.	08/14/2026	2,398.41	1,911.71
MILLER, FAITH G.	08/14/2026	403.56	278.26
MCGINN, KELLY A.	08/14/2026	4,581.90	2,985.63
SCHEEL, JONATHAN D.	08/14/2026	3,989.87	2,867.59
MCDONNELL, JILL L.	08/14/2026	4,534.43	2,703.27
UMULIS, MATTHEW T.	08/14/2026	3,183.00	1,993.40
ORBAN, BARBARA K.	08/14/2026	2,931.76	1,466.57
RILEY, DENISE M.	08/14/2026	781.91	639.18
MUNK, CHRISTOPHER J.	08/14/2026	2,673.60	1,590.37
CHRISTIANSSEN, BRIAN D.	08/14/2026	2,517.79	1,712.83
RAMIREZ, CHARLES V.	08/14/2026	375.71	340.65
MARTIN, DONALD L.	08/14/2026	3,633.76	2,458.79
KORTZ, DAKOTA T.	08/14/2026	244.57	206.16
YOUNG, KRISTEN L.	08/14/2026	2,940.08	2,130.83
CONWAY, PATRICK G.	08/14/2026	1,216.00	1,012.13
MACGILLIVRAY, ROGER	08/14/2026	1,287.00	1,053.06
DOTSON, WILLIAM R.	08/14/2026	592.00	521.55
KALLMAN, ARIN J.	08/14/2026	848.75	747.75
WURST, RANDALL W.	08/14/2026	4,161.76	2,346.86
HILLING, NICHOLAS A.	08/14/2026	3,665.33	2,309.11
MEIER III, CHARLES A.	08/14/2026	4,091.67	2,628.88
ZACHARIAS, STEVEN B.	08/14/2026	3,252.77	1,978.32
NEWMAN, MARK J.	08/14/2026	3,961.64	2,581.95
LOUGHMILLER, JOHN A.	08/14/2026	3,307.94	2,345.35
COLLINS, TIMOTHY E.	08/14/2026	2,396.80	1,725.21
GOWARD, JEFFERY D.	08/14/2026	5,596.15	3,610.87
EATON, BRAD A.	08/14/2026	4,315.20	2,599.78
WILSON, TIMOTHY J.	08/14/2026	4,435.20	3,174.06
STERRETT, PHILLIP R.	08/14/2026	4,482.54	2,578.87
STEVENS, BRANDON C.	08/14/2026	4,665.91	2,751.10
WHITLEY, ANDREW T.	08/14/2026	5,331.85	3,288.55
KUBIK, BO J.	08/14/2026	2,868.80	1,999.16
FARRELL, MITCHELL L.	08/14/2026	4,270.40	2,599.13
BACHMANN, ELIZABETH A.	08/14/2026	2,732.40	1,934.44
KENWABIKISE, DAVID L.	08/14/2026	2,500.01	1,710.44
KLOOSTER, JACOB W.	08/14/2026	1,440.00	1,121.65
ELLIOTT, PATRICK M.	08/14/2026	5,596.15	3,840.94
MORRISON, KEVIN P.	08/14/2026	3,170.13	1,934.57
FURGESON, JUSTIN L.	08/14/2026	3,904.49	2,779.97
BRADLEY, KELLY R.	08/14/2026	3,084.86	1,781.21
HART II, DELBERT W.	08/14/2026	3,168.67	2,039.55
JONES, ROBERT F.	08/14/2026	2,682.76	1,676.62
THORP, WILLIAM D.	08/14/2026	2,595.74	1,605.96
LEITNER, RYAN S.	08/14/2026	3,150.06	2,021.65
NOWKA, STEPHEN P.	08/14/2026	2,690.14	1,964.05
RILEY, DANIEL A.	08/14/2026	2,767.89	1,927.66
REID, ROB A.	08/14/2026	2,520.71	1,737.90
DORAN, JUSTIN J.	08/14/2026	3,635.01	2,777.47
CONWAY, ANNEMARIE	08/14/2026	906.50	769.88
FINNERTY, HOLLY E.	08/14/2026	1,577.00	1,283.95
WEAVER-WEIDLICH, DOMINIK T.	08/14/2026	1,225.00	1,016.08
LEITNER, DARICK B.	08/14/2026	1,330.00	1,095.98
SELPH, AURELIUS W.	08/14/2026	727.50	630.10
ICE JR, GILBERT K.	08/14/2026	720.00	599.48
FREY, DYLAN V.	08/14/2026	1,528.13	1,207.05
JOHNSON, RANDY J.	08/14/2026	1,520.00	1,310.97
SPEER, LIAM M.	08/14/2026	1,105.00	924.76
KUHN, JAMES A.	08/14/2026	1,500.00	1,225.35
WOOD, DIANA G.	08/14/2026	108.00	95.14
HIGGINS, THERESE M.	08/14/2026	670.63	590.82
CRANDELL, ZACKARY R.	08/14/2026	868.50	733.33
RABIDEAU, JACOB L.	08/14/2026	1,404.00	1,152.29
BORTHS, MICHAEL J.	08/14/2026	1,063.13	892.23
KNORR, KENT J.	08/14/2026	3,801.91	2,689.77
ANZELL, BETH A.	08/14/2026	2,453.21	1,823.09
STEBE, LAURA A.	08/14/2026	68.00	62.79
STEWART, SPENCER P.	08/14/2026	1,500.00	1,225.35
BLECKE, SKYLAR T.	08/14/2026	1,280.00	1,009.51

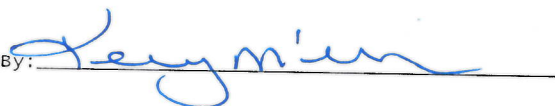
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CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 0000000055

Name	Check Date	Gross	Net
LAVOIE, AUBREY J.	08/14/2026	1,164.00	911.81
LLEWELLYN, OLIVIA M.	08/14/2026	320.00	267.28
GALSTERER, CAROLINE R.	08/14/2026	1,280.00	994.60
CUNNINGHAM, ABIGAIL A.	08/14/2026	2,850.00	2,213.67
WALKER, MEREDITH A.	08/14/2026	2,042.39	1,729.91
LESCAVAGE, LONDON T.	08/14/2026	1,240.00	919.93
GLOTZHOBER, RUTH S.	08/14/2026	1,240.00	933.32
ROHRER, MAYA R.	08/14/2026	1,351.50	1,063.15
KOKKO, MYLEIGH E.	08/14/2026	1,397.82	1,147.59
HUNTER, AVIANA E.	08/14/2026	1,128.00	942.25
SNYDER, CAMERON L.	08/14/2026	705.50	622.56
KOPYTKO, KOEN W.	08/14/2026	416.50	365.88
CUNNINGHAM, CORDELIA R.	08/14/2026	913.75	737.29
SAUER, JOHN V.P.	08/14/2026	357.00	319.43
STURTZ, ELLA G.	08/14/2026	1,312.50	1,082.67
SUSTIC, LORELEI M.	08/14/2026	1,192.50	991.35
PHILP, DAVAYAH A.	08/14/2026	1,760.00	1,432.85
HOSLER, ISABELLA C.	08/14/2026	1,419.69	1,164.22
GERLACH, MAREN R.	08/14/2026	271.25	238.96
MAY, MADALYNE M.	08/14/2026	424.38	373.87
PECK, KIRSTEN M.	08/14/2026	1,363.25	1,121.29
GILL, DAVID R.	08/14/2026	1,798.63	1,476.92
LABLANCE, MAUREEN J.	08/14/2026	350.63	318.56
LIVINGSTON, BRIAN D.	08/14/2026	3,375.65	2,597.51
WHITLEY, BENJAMIN W.	08/14/2026	679.50	592.61
KLOOSTER, PATRICK H.	08/14/2026	720.00	524.24
PARKER, SCOTT W.	08/14/2026	214.50	198.10
PETROSKY, TIMOTHY D.	08/14/2026	317.63	279.83
DRENTH, MARK E.	08/14/2026	750.75	581.06
NISWANDER, WILLIAM M.	08/14/2026	1,034.00	854.12
DOAN, RALPH W.	08/14/2026	434.00	382.34
MOORE, GARY G.	08/14/2026	410.75	371.52
METZGER, CHARLES R.	08/14/2026	410.75	371.51
SCHOLEY, ROBERT W.	08/14/2026	4,242.31	2,893.33
MCCRANEY, RUSSELL R.	08/14/2026	3,512.30	2,621.27
POSTMUS, ANTHONY H.	08/14/2026	3,114.55	2,186.58
REECE, DANIEL A.	08/14/2026	4,239.55	3,052.61
KISSINGER, BRADY A.	08/14/2026	3,913.73	2,493.02
GRAY, DAVID A.	08/14/2026	2,605.40	1,936.96
WADKINS, LOGAN M.	08/14/2026	3,405.40	2,267.32
BUDAY, JOAN E.	08/14/2026	138.75	138.75
CIUK, JULIA A.	08/14/2026	195.00	195.00
DALY, SUZETTE M.	08/14/2026	339.00	339.00
DUERR, JANE R.	08/14/2026	165.00	165.00
HERDER, DIANE M.	08/14/2026	180.00	180.00
SEEGER, LINDA J.	08/14/2026	307.50	307.50
OOSTHUIZEN, ANNE DIPERT	08/14/2026	153.75	153.75
LEGENZA, TAMMY L.	08/14/2026	78.75	78.75
VOORHEIS, MARGARET A.	08/14/2026	315.75	315.75
KOZLAUSKOS, KENDRA J.	08/14/2026	135.00	135.00
PRICE, JOY A.	08/14/2026	172.50	172.50
COEN, MARY S.	08/14/2026	165.00	165.00
LEGENZA, JOSEPH E.	08/14/2026	187.50	187.50
MAST, MARIANNE B.	08/14/2026	165.00	165.00
YOUNG, ANNA G.	08/14/2026	180.00	180.00
HEERES, DONNA L.	08/14/2026	172.50	172.50
STARR, JANICE R.	08/14/2026	180.00	180.00
MARTIN, DANIEL W.	08/14/2026	150.00	150.00
Totals: 131		252,718.58	178,089.60

Approved By: Date: 8-11-26

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/14/2026 - 08/14/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
08/14/2026	147828	4FRONT CREDIT UNION	1,828.92
08/14/2026	147829	AMERICAN FAMILY LIFE	610.37
08/14/2026	147830	BLUE CROSS BLUE SHIELD OF MIC	1,533.31
08/14/2026	147831	CHARLEVOIX STATE BANK	1,645.00
08/14/2026	147832	COMMUNICATION WORKERS OF AMER	672.95
08/14/2026	147833	FOPLC	207.00
08/14/2026	147834	THE HARTFORD	438.78
1 TOTALS:			
Total of 7 Checks:			6,936.33
Less 0 Void Checks:			0.00
Total of 7 Disbursements:			6,936.33

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/18/2026 - 08/18/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
08/18/2026	147835	ACE HARDWARE	5,794.67
08/18/2026	147836	ACLARA TECHNOLOGIES LLC	109,790.93
08/18/2026	147837	ACUSHNET COMPANY	207.14
08/18/2026	147838	ALAN FOSTER	582.98
08/18/2026	147839	ALL-PHASE ELECTRIC SUPPLY CO	164.67
08/18/2026	147840	ALPENA SUPPLY COMPANY	749.47
08/18/2026	147841	AMAZON CAPITAL SERVICES	1,306.77
08/18/2026	147842	ANDREW BROWN	1,500.00
08/18/2026	147843	AT YOUR SERVICE PLUS INC	16,040.00
08/18/2026	147844	AT&T MOBILITY	85.18
08/18/2026	147845	AUTO-WARES GROUP	861.10
08/18/2026	147846	AUTOMATIC DOOR SERVICE INC	3,349.65
08/18/2026	147847	AVFUEL CORPORATION	251,147.30
08/18/2026	147848	BANDIT INDUSTRIES INC	174.82
08/18/2026	147849	BCM ONE	267.46
08/18/2026	147850	BEAVER RESEARCH COMPANY	258.14
08/18/2026	147851	BLUE CROSS BLUE SHIELD OF MIC	2,054.78
08/18/2026	147852	BLUE CROSS BLUE SHIELD OF MIC	54,490.49
08/18/2026	147853	BRANDON C STEVENS	65.00
08/18/2026	147854	BROTHERTON FARM LLC	98.00
08/18/2026	147855	CHARLEVOIX LAVENDER LLC	90.00
08/18/2026	147856	CHARLEVOIX SCREEN MASTERS INC	374.00
08/18/2026	147857	CHARLEVOIX VENETIAN FESTIVAL	7,490.00
08/18/2026	147858	CHARTER COMMUNICATIONS	149.99
08/18/2026	147859	CINTAS CORPORATION	247.56
08/18/2026	147860	CITY OF BOYNE CITY	1,331.00
08/18/2026	147861	CONWAY PROFESSIONAL SERVICES	14,044.00
08/18/2026	147862	DAVID MAGGRET	300.00
08/18/2026	147863	DAVID MAGGRET	300.00
08/18/2026	147864	DAVID MAGGRET	300.00
08/18/2026	147865	DAVID MAGGRET	300.00
08/18/2026	147866	DAVID MAGGRET	300.00
08/18/2026	147867	DHASELEER EVENTS BARN	300.00
08/18/2026	147868	ELLSWORTH FARMERS EXCHANGE	1,943.98
08/18/2026	147869	ERIN LUNDY	127.50
08/18/2026	147870	FAMILY FARM AND HOME	398.87
08/18/2026	147871	FARMER WHITE'S	100.00
08/18/2026	147872	FISHER SCIENTIFIC	792.00
08/18/2026	147873	FREEDOM MAILING SERVICES INC	2,513.03
08/18/2026	147874	GERBER'S HOMEMADE SWEETS	121.00
08/18/2026	147875	GFL ENVIRONMENTAL	3,174.24
08/18/2026	147876	GIVE 'EM A BRAKE SAFETY	6,228.00
08/18/2026	147877	GORDON FOOD SERVICE	46.58
08/18/2026	147878	GRAND TRAVERSE GARAGE DOOR CO	720.59
08/18/2026	147879	GREAT LAKES ELEVATOR LLC	473.39
08/18/2026	147880	GRP ENGINEERING INC	5,222.50
08/18/2026	147881	GUNTZVILLERS FARM LLC	300.00
08/18/2026	147882	HILLSIDE HARVEST FARM LLC	274.00
08/18/2026	147883	HOGARTH'S PEST CONTROL INC	400.00
08/18/2026	147884	HYDROCORP	2,243.50
08/18/2026	147885	IDEXX DISTRIBUTION INC	399.37
08/18/2026	147886	IDI	76.00
08/18/2026	147887	INFORMA BUSINESS SYSTEMS INC	383.66
08/18/2026	147888	INSTALLATION SPECIALTIES SERV	300.00
08/18/2026	147889	IPS GROUP INC	4,925.18
08/18/2026	147890	JACOB SHARROW	500.00
08/18/2026	147891	JACOB SHARROW	500.00
08/18/2026	147892	JACOB SHARROW	500.00
08/18/2026	147893	JACOB SHARROW	500.00
08/18/2026	147894	JACOB SHARROW	500.00
08/18/2026	147895	JOHN E GREEN COMPANY	883.31
08/18/2026	147896	JOHNSTONE TRAVERSE CITY	401.43
08/18/2026	147897	JOJO'S COOKIE COMPANY LLC	54.00
08/18/2026	147898	JULIANNE ANKLEY	2,000.00
08/18/2026	147899	KARDA INC	700.00
08/18/2026	147900	KK'S FARM	262.00
08/18/2026	147901	LAKESHORE TIRE & AUTO SERVICE	39.95
08/18/2026	147902	LAURIE HUGHES	249.00
08/18/2026	147903	MACQUEEN EQUIPMENT LLC	8,274.25
08/18/2026	147904	MCCARDEL CULLIGAN WATER COND	55.50

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/18/2026 - 08/18/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
08/18/2026	147905	MICHIGAN MUNICIPAL LEAGUE	10,347.00
08/18/2026	147906	MICHIGAN PIPE AND VALVE	1,499.04
08/18/2026	147907	NORTH COAST FASTENERS LLC	152.35
08/18/2026	147908	NORTHWEST FIRE	132.00
08/18/2026	147909	OLSON & HOWARD PC	3,589.50
08/18/2026	147910	OMS COMPLIANCE SERVICES INC	144.00
08/18/2026	147911	OTEC	234.00
08/18/2026	147912	PENCHURA LLC	2,619.00
08/18/2026	147913	PENINSULA FIBER NETWORK LLC	360.00
08/18/2026	147914	PERFORMANCE ENGINEERS INC	9,075.50
08/18/2026	147915	PET PAWPS, PAULSON PETS LLC	47.00
08/18/2026	147916	POWER LINE SUPPLY	8,495.92
08/18/2026	147917	POWERPLAN	683.84
08/18/2026	147918	PRESTON FEATHER	186.48
08/18/2026	147919	PROVIDENCE FARM LLC	81.00
08/18/2026	147920	RANGE TELECOMMUNICATIONS	214.00
08/18/2026	147921	REINDERS INC	74.78
08/18/2026	147922	SITEONE LANDSCAPE SUPPLY LLC	78.50
08/18/2026	147923	SPARTAN STORES LLC	218.07
08/18/2026	147924	STAPLES	1,157.94
08/18/2026	147925	STATE OF MICHIGAN	5,725.28
08/18/2026	147926	STITCH N LYDS LLC	690.30
08/18/2026	147927	SUMMIT FIRE PROTECTION	462.45
08/18/2026	147928	SWEET MARIA'S LLC	112.00
08/18/2026	147929	TELNET WORLDWIDE	187.78
08/18/2026	147930	TERMINAL SUPPLY CO	874.32
08/18/2026	147931	TOP LINE ELECTRIC LLC	893.97
08/18/2026	147932	UNIFIRST CORPORATION	523.07
08/18/2026	147933	USA TODAY MEDIA CORP	118.04
08/18/2026	147934	WINDEMULLER ELECTRIC	218.00
1 TOTALS:			
Total of 100 Checks:			570,293.06
Less 0 Void Checks:			0.00
Total of 100 Disbursements:			570,293.06

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 08/03/2026 - 08/03/2026

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

Check Date	check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
08/03/2026	577(E)	AMG PAYMENT SOLUTIONS	993.74
08/03/2026	578(E)	AMG PAYMENT SOLUTIONS	34.99
08/03/2026	579(E)	MICHIGAN PUBLIC POWER AGENCY	16,963.04
1 TOTALS:			
Total of 3 Checks:			17,991.77
Less 0 Void Checks:			0.00
Total of 3 Disbursements:			17,991.77

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 08/10/2026 - 08/10/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
08/10/2026	580(E)	MICHIGAN PUBLIC POWER AGENCY	2,442.01
1 TOTALS:			
Total of 1 Checks:			2,442.01
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			2,442.01

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 08/11/2026 - 08/11/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
08/11/2026	581(E)	DTE ENERGY	2,775.69
08/11/2026	588(E)	ISOLVED INC.	75.00
08/11/2026	589(E)	STATE OF MICHIGAN	43,297.13
1 TOTALS:			
Total of 3 Checks:			46,147.82
Less 0 Void Checks:			0.00
Total of 3 Disbursements:			46,147.82

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 08/14/2026 - 08/14/2026

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

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
08/14/2026	582(E)	**EFTPS* Payroll Taxes	63,117.63
08/14/2026	583(E)	EMPOWER TRUST COMPANY LLC	558.00
08/14/2026	584(E)	MissionSquare - 401 Plan 1091	1,340.21
08/14/2026	585(E)	MissionSquare - 457 Plan 3009	28,374.35
08/14/2026	586(E)	MissionSquare - Roth IRA 7061	1,475.00
08/14/2026	587(E)	STATE OF MICHIGAN	9,566.10
1 TOTALS:			
Total of 6 Checks:			104,431.29
Less 0 Void Checks:			0.00
Total of 6 Disbursements:			104,431.29

CHECK REGISTER FOR CITY OF CHARLEVOIX
CHECK DATE 07/29/2026 - 07/29/2026

BANK CODE: 2 - TAX CASH - CSB - CHECK TYPE: PAPER CHECK
Vendor Name Amount

Check Date check

Bank 2 TAX CASH - CSB

07/29/2026	4397	CHARLEVOIX COUNTY TREASURER	275,336.73
07/29/2026	4398	CHARLEVOIX PUBLIC SCHOOLS	379,415.23
07/29/2026	4399	CITY OF CHARLEVOIX - TAXES DU	293,703.73

2 TOTALS:

Total of 3 Checks:	948,455.69
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Less 0 Void Checks:	0.00
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Total of 3 Disbursements:	948,455.69
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Charlevoix City Council

Consent Agenda

Title: Residential and Commercial Cross Connection Contract with HydroCorp

Date: August 17, 2026

Presented By:

Background:

The State of Michigan mandates having a formal cross connection control program that includes residential, commercial and, industrial water customers. These programs are regulated by EGLE and have multiple inspection requirements along with reporting/monitoring requirements. The purpose of a cross connection control program is to keep our drinking water safe from contamination due to cross connections. A simple example of a cross connection would be a residential irrigation system. These irrigations are directly connected to our potable water supply and without the proper backflow device in place and operational, there is the possibility of an event (back siphonage) which could bring contaminated material from the outside into our water distribution system. This is one of the simplest examples of a cross connection, but they can become very complex and potentially hazardous if the proper inspections are not completed and reported.

Our existing contract for this service is with HydroCorp. This is a highly specialized service that they provide, and it includes initial inspections, identification of any cross connections, written compliance notices when needed and additional follow-up as required. They also track all inspections and provide all the compliance records needed for EGLE. To date, we have never been out of compliance with our programs or the number of inspections HydroCorp completes and reports. We have used HydroCorp since the inception of our programs and have been very happy with their service and ability to keep our system safe and compliant.

As you can see, with all the complexities of this program, it would be very difficult and expensive to bring in a different company to provide this service. Given the staff time that it would take to provide all the required information to a new company and educate them on all the residential, commercial and industrial customers, we have chosen not to publicly bid this contract out to other providers. In addition to that, I am not aware of any other company, in Michigan, that provides this highly specialized service.

Attached is the latest proposal from HydroCorp to continue providing all the services to keep our cross connection control program in compliance with all EGLE requirements. When compared to what we are currently paying, they have only increased the overall cost by 4%. We believe the cost is reasonable and the service provided by HydroCorp is essential and necessary.

Recommendation:

Motion to accept the residential and commercial cross connection proposals as submitted by HydroCorp and authorize the City Manager to sign all required documents.

Attachments:

1. HydroCorp Non-Residential Renewal Program Agreement_2026-06-23 (1)
2. HydroCorp Residential CCC Program Renewal Agreement_2026-06-23 (1)

RENEWAL SERVICE AGREEMENT

DEVELOPED FOR

Pat Elliott
City Of Charlevoix, MI

210 State Street
Charlevoix, MI, 49720

6/23/2026

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics



Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

 info@hydrocorpinc.com

 hydrocorpinc.com



SCOPE OF WORK.....3-4

PROFESSIONAL SERVICE AGREEMENT.....5-9

APPENDIX - QUALIFICATIONS.....10

Statement of Work

HydroCorp™ (“Company”) will provide the following services to the City Of Charlevoix, MI (“Client”). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City Of Charlevoix, MI with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City Of Charlevoix, MI and HydroCorp, you may expect completion of the following elements within a 24 month period. The continued components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. Inspections. Company will perform Non-Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client; however, Company’s Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Michigan Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.** Information to include:

- (a) Account Listing: City Of Charlevoix, MI to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 150.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$146.14. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division. Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14. Vacuum Breakers. HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Billing Amount (Monthly)	Annual Amount
Year 1	\$895.44	\$10,745.25
Year 2	\$931.26	\$11,175.06
Contract Total	\$21,920.31	

Contract Amount is based upon a 24 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice Monthly. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 9/1/2026.

City Of Charlevoix, MI

HydroCorp



By:

Title:

By: Paul M. Patterson

Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Applicability.** These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. **Performance of Services; Company Obligations.** Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. **Client Obligations.** Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. **Fees and Expenses.** In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. **Intellectual Property; Ownership.**

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

RENEWAL SERVICE AGREEMENT

DEVELOPED FOR

Pat Elliott
City Of Charlevoix, MI

210 State Street
Charlevoix, MI, 49720

6/23/2026

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics



Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

 info@hydrocorpinc.com

 hydrocorpinc.com



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Statement of Work

HydroCorp™ (“Company”) will provide the following services to the City Of Charlevoix, MI (“Client”). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City Of Charlevoix, MI with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City Of Charlevoix, MI and HydroCorp, you may expect completion of the following elements within a 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Residential Homes)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. Inspections. Company will perform Residential Exterior initial inspections, compliance inspections, and re-inspections at individual residential homes within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client; however, Company’s Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Michigan Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. Information to include: ***Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.***

- (a) Account Listing: City Of Charlevoix, MI to provide accurate account listing of active residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: residential

1.10. Inspection Terms. Company will perform a maximum of 550.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$63.99. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division . Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14. Vacuum Breakers. HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Billing Amount (Monthly)	Annual Amount
Year 1	\$1,437.79	\$17,253.50
Year 2	\$1,495.30	\$17,943.64
Contract Total	\$35,197.14	

Contract Amount is based upon a 24 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice Monthly. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 9/1/2026.

City Of Charlevoix, MI

HydroCorp



By:

Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

Charlevoix City Council

Consent Agenda

Title: Seasonal Commercial Dockage for Harbor Princess

Date: August 17, 2026

Presented By:

Background:

In both 2024 and 2025 the Harbor Princess entered into a short-term agreement with the City to use a commercial slip at the marina after Sunshine Charter concluded its season. This arrangement allowed them to offer fall color tours on Lake Charlevoix. Importantly, the agreement maintained compliance with the Waterways Commission's expectation that no more than two commercial operators operate out of the marina at any given time.

Harbor Princess is requesting to do the same again this year. As with last year, they would not begin operations until Sunshine Charter has completed their season. Sunshine Charter has confirmed they plan to operate through September 19, 2026.

Harbor Princess is requesting to operate from September 26 through October 11, with the possibility of extending through October 24, weather permitting. They are proposing the same payment structure as last year. Last year that was \$105 per day. With our rate increases in 2026, it will be \$117 a day. This will generate \$1,872 in revenue. If the weather allows for the additional days, the City could receive up to \$1521 in additional revenue, bringing the total potential to \$3,393. They would occupy, as they did last year, the former Coast Guard spot behind the Beaver Island Boat Company.

Recommendation:

Motion to approve the City Manager to sign an agreement to allow Harbor Princess to dock and operate from the City Marina from September 26 to October 11, 2026, with the option to extend through October 24, weather permitting, and require Harbor Princess to pay a daily rate of \$117.

Attachments:

None

Charlevoix City Council

Consent Agenda

Title: Request for Live Music in Bridge Park: Andy Kline

Date: August 17, 2026

Presented By: Mark Heydlauff, City Manager

Background:

Andy Kline is requesting permission to perform live music in Bridge Park on the pad between the Bridge Street Taproom and the hanging flower pot. Performances would occur Wednesdays on August 19, August 26, September 2, September 9, and September 16 from 6:00 PM to 9:00 PM. He is self-contained for equipment, requires only the existing electrical outlet, and donates all tips—matched by his household—to local charitable food programs. Mr. Kline's letter to City Council is attached.

City staff review of this request found that it is a small event and small events are permitted in Bridge Park during Peak Season but only with Council approval.

Recommendation:

Motion to authorize Andy Kline to perform in Bridge Park on the dates presented.

Attachments:

1. Charlevoix City Council-Request from Andy Kline



ANDY KLINE
— 2026 —
Summer Schedule

Sunny and I can't wait to see you this summer! 🐾

JUNE 6	STIGGS BREWERY, BOYNE CITY	JULY 25	STIGGS BREWERY, BOYNE CITY
JUNE 18	LOST CELLARS WINERY	JULY 30	HOTEL EARL ROOFTOP, CHARLEVOIX
JUNE 25	HOTEL EARL ROOFTOP, CHARLEVOIX	AUG 6	HOTEL EARL ROOFTOP, CHARLEVOIX
JULY 2	HOTEL EARL ROOFTOP, CHARLEVOIX	AUG 15	STIGGS BREWERY, BOYNE CITY
JULY 4	STIGGS BREWERY, BOYNE CITY	AUG 20	LOST CELLARS WINERY
JULY 11	SPARE KEY WINERY, CHARLEVOIX	AUG 29	SPARE KEY WINERY, CHARLEVOIX
JULY 23	LOST CELLARS WINERY	SEPT 5	STIGGS BREWERY, BOYNE CITY
		SEPT 26	STIGGS BREWERY, BOYNE CITY
		OCT 3	BLUE DOT WINERY
		OCT 17	STIGGS BREWERY, CHARLEVOIX

andy@andykline.net

@ANDYKLINEMUSIC



610 Division St,
Charlevoix MI 49720 🇺🇸
(757) 630-4291

Dear City Council

I would like to request permission to entertain and play music in Bridge Park, on the Pad, between the Bridge Street Taproom and the Hanging Flower pot sponsored by my wife and I.

As you can see, I have been playing in many different venues, including Bridge Park, and I know that both residents and visitors have enjoyed my music and banter about our town. I tend to promote local businesses and chat them up between songs. I am self contained for equipment and clean-up, the only resource I require is the electrical extension cord that hangs on the rail there.

Starting last summer, I play for the sole purpose of raising money for various feeding programs in the area. I donate all tips I get in Charlevoix to Mary Everleigh at the Community Food Pantry. Whatever tips I receive, my wife and I match. I have donated over \$2,000 this summer to the Pantry, another \$800 so far to the Stiggs-Feed-A-Friend when I play in Boyne City, and \$500 to the Northern Michigan Equine Therapy program which is Paul Silva's pet charity.

I do put out a sign on my tip jar that states that all tips go to the Community Food Pantry.

My music is enjoyed by the public, diners at the Tap Room, park visitors and people strolling down Bridge St to stop and listen. The desire to engage and participate in charitable giving makes them all feel good about themselves.

When I was 20 years old, I used to play happy hours at the Majestic Club in Asbury Park NJ. A then 22 year old Bruce Springsteen came on after me, followed by Southside Johnny featuring Stevie Van Zant. My musical roots go back 53 years.

If the slots are available, I would like to set up on Wednesday nights, August 19, August 26, September 2, September 9 and September 16, playing from 6PM to 9PM.

Thank you for your consideration of this request.



Charlevoix City Council

Consent Agenda

Title: Red Fox Regatta Launch Passes

Date: August 17, 2026

Presented By:

Background:

Tom Barnes has reached out requesting launch passes for the Charlevoix Yacht Club's annual Red Fox Regatta. As in years past, they would like 20 launch/parking permits for Ferry Beach Launch, for Aug 29-Sept 1. They are also requesting permission to store and launch catamarans on Friday evening and Saturday morning at the north end of Ferry Beach.

Recommendation:

Approve Charlevoix Yacht Club receive launch/parking passes and the use of Ferry Beach's north end for the Red Fox Regatta on 8/29/26-9/1/26.

Attachments:

None

Charlevoix City Council

All Other Actions and Requests

Title: Request for Proposal for Commercial Slips at the Marina

Date: August 17, 2026

Presented By: Kent Knorr, Recreation Director

Background:

We currently have two commercial slip operations at the City Marina—Whitecap Charters and Sunshine Charters and both of those agreements expire at the end of this boating season. The Recreation Department wishes to put both of these commercial slips out to the public for submission through an RFP Process. The awarded leases will be for a period of one and up to five (5) years. The new lease will begin in May 2027. We are seeking proposals that clearly identify the intended use and the amount of space needed for operations. These proposals will be for seasonal full-time service from May to Mid-October, for commercial tourism and charter operations to be based out of Charlevoix and available for daily cruises/charters out of Round Lake.

We are asking that proposals for compensation be based on the length of the vessel at a minimum of \$175 per foot. (Current agreements are at \$160 per foot). We are also asking that proposals consider annual, incremental increases for use of the dock space.

Recommendation:

Motion to approve the draft RFP for Marina commercial slips as presented.

Attachments:

1. Commercial dock RFP 2026



REQUEST FOR PROPOSAL
Commercial Dock at the Charlevoix City Marina

The City of Charlevoix is soliciting sealed proposals to lease a commercial dock space in the Charlevoix City Marina for a term of up to five years. Two commercial slips are available. All proposals must be submitted by commercial charter service operators and must include a commitment to utilize the dock space for commercial purposes at least seventy-five (75) days per year. The City seeks charter services that will creatively attract, serve, and enhance the experience of both Charlevoix residents and the tourist industry.

Sealed proposals will be received in the office of the City Clerk, 210 State Street, Charlevoix, Michigan 49720, until **12:00 p.m. EDT., Monday, September 21, 2026**. Late submissions WILL NOT BE ACCEPTED. All proposals must be clearly marked **"Charlevoix Commercial Boat Slip"** on the outside of the envelope. E-mailed or faxed submissions will not be accepted.

Kent Knorr, Recreation Director

REQUEST FOR PROPOSAL

Commercial Dock

PURPOSE

The City of Charlevoix ("City") is accepting proposals for the use of commercial dock space at the Charlevoix City Marina. Two (2) commercial slips are available. The awarded lease will be for a period of one to five (5) years. The lease term will commence on **May 1, 2027**. Proposals must clearly identify the intended use and the amount of operational space required. Each proposal shall reflect full-time seasonal service (May through Mid-October) for commercial tourism and charter operations based out of Charlevoix, with availability for daily cruises or charters departing from Round Lake.

SUBMITTAL DEADLINE

The deadline for submitting proposals is **12:00 p.m., September 21, 2026 EDT**. Late submissions **WILL NOT BE ACCEPTED**. Proposals must be submitted to the Charlevoix City Clerk, 210 State Street, Charlevoix, Michigan 49720, and clearly marked "Charlevoix Commercial Boat Slip" on the outside of the envelope. E-mailed or faxed proposals will not be accepted.

RFP REQUIREMENTS

Proposals should be prepared in a simple and economical manner, providing a straightforward, concise description of the provider's capabilities to meet the requirements outlined in this request. Emphasis should be placed on completeness and clarity. All proposals must include the following:

- Vessel name, type of boat, and size.
- References and any materials required by these instructions.
- Acknowledgment that docking a second boat at the slip will incur an additional fee based on the length of each vessel.
- A commitment to utilize the commercial operation and dock space for at least seventy-five (75) days per year.
- Assurance that operations will not interfere with public use of the Marina.
- Agreement to track and report monthly attendance and usage statistics to the City, including number of excursions and passengers/clients.
- All clarification questions must be submitted via e-mail to Kent Knorr, Recreation Director, at Kentk@charlevoixmi.gov no later than 5:00 p.m. on **September 16, 2026**. Please allow two business days for responses.

SITE INFORMATION

Consistently recognized as one of Michigan's premier marina destinations, the City of Charlevoix seeks to establish a business relationship with a charter boat service that enhances visitor experiences and supports local tourism. Located on Round Lake between Lake Michigan and Lake Charlevoix, the Marina is an important regional attraction. All commercial operations must positively support the Marina, the City, and

the boating community.

The dock is located at the Charlevoix City Marina, 100 East Clinton Street. Final dock assignment will be determined by the City Harbor Master.

Power and water may be available; any requirements should be specified in the proposal.

One designated parking space will be available for each commercial slip. Requests must be included in the proposal, and applicable fees established by City Council will apply.

Applicants are strongly encouraged to visit the site prior to submission.

Use of the ticket kiosk may be included in the lease for one of the awarded proposals. If kiosk access is desired, it must be noted in the proposal along with a proposed usage fee.

Commercial operations must not impede or negatively affect public use of the Marina facilities.

REQUIREMENTS FROM LESSEE

If selected, the following will be required upon issuance of the lease:

- **Insurance:** The Lessee shall maintain public liability insurance listing the City of Charlevoix as an additional named insured. Required coverage levels include one million dollars (\$1,000,000) for personal injury or death and one million dollars (\$1,000,000) for property damage. A Certificate of Insurance must be submitted at or before lease execution.
- **Compliance:** All activities must comply with applicable federal, state, and local laws and regulations. A valid U.S. Coast Guard inspection certificate is required.
- **Charter Requirements:** The Lessee must comply with all State of Michigan charter boat regulations.
- **Signage:** All signage must meet City Code and zoning requirements.
- **Property Interest:** The lease does not convey any property interest. It authorizes use of the dock solely for permitted commercial vessel operations per City conditions. Operations must not interfere with public use of the facility.
- **Vessel Security:** The Lessee is responsible for properly securing its vessel.
- **Liability:** The City is not responsible for loss, damage, theft, or pilferage. The Lessee is liable for damages to City-owned property resulting from its operations and must repair or replace such property at its expense to the City's satisfaction. The Lessee shall notify the City, in writing, of any additional repairs needed to the Marina.
- **Cleats/Bollards:** Lessee shall be responsible for installing any required cleats or bollards, subject to prior written City approval.

- **Violations:** Violation of lease conditions will result in cancellation and may disqualify the Lessee from future permits or leases for up to five years. The City may modify or suspend the lease when necessary to protect resources, health, safety, the environment, or municipal interests.
- **Reporting:** Lessee must provide monthly and annual reports of passenger counts and charter usage.

PROPOSAL EVALUATION

The City will review all proposals and qualifications. The Charlevoix City Council will make the final awarding of leases.

PROPOSALS

Proposals must provide concise descriptions of applicant capabilities. Applicants must designate a single vessel for mooring in the assigned space. No additional vessel may be moored in the designated space except for temporary replacement vessels used to provide the commercial charter services described. Each proposal must identify the designated vessel and include vessel details (name, size, make, historical significance, etc.).

Tenant Improvements: Applicants shall list all desired improvements (e.g., storage lockers, seating, power, water, security, ticket sale point). Improvements must be approved in writing by the City and will be performed at the Lessee's expense. Improvements become the property of the City upon installation, but may be used by the Lessee during the lease term. Improvements determined to be a liability at lease termination will be required to be removed. All proposals will be considered.

SELECTION

The Charlevoix City Council will review all proposals. Following final selection, the selected applicant will be required to execute a lease and submit all required business licenses and insurance documentation.

The successful Lessee must comply with all City ordinances, park rules, marina policies, business license requirements, public health food service requirements,

Michigan Liquor Control Commission regulations, and U.S. Coast Guard rules.

The successful Lessee acknowledges that the lease grants a revocable, non-transferable privilege to occupy the premises for the authorized purposes. No property interest is conferred. Capital or labor investments made by the Lessee do not create any claim or estate in the premises.

The City of Charlevoix reserves the right to accept or reject any or all proposals, waive irregularities, and select the proposal deemed to be in the best interest of the City.



Commercial Dock Proposal Form

Company Name	
--------------	--

Mailing Address	
City, State, Zip	
Code	

Contact Person	
Phone Number	
Email Address	

Name of Vessel	
Type of Boat	
Length of Boat	
Width of Boat	
Draft of Boat	

Additional information to be included:

Accident and safety procedures

- Include examples of accident and safety procedures.
- Outline of staff training.
- Copy of US Coast Guard Inspection Certificate.
- Proof of Insurance or ability to obtain required insurance.

Business Experience

- Submit materials on the company's business activities for the past three (3) years. (i.e., number of passengers, types of cruises, brochures, etc.)
Outline of business experience and provide three (3) business references and client references

Proposed compensation to the City

- Detailed Information on proposed fee payment schedule.
- Provide a list of desired tenant improvements (i.e., storage lockers, seating, security, etc.). All improvements will need the prior written consent of the City of Charlevoix and will be completed at the expense of the lessee.
- If use of the ticket kiosk is desired please include this in your proposal as well as your proposed fee to rent that space.
- If one parking space is desired, please include that desire with your proposal. Parking fees as directed by City Council would apply.
- Include additional information pertinent information about your business.

Charlevoix City Council

All Other Actions and Requests

Title: Future Approvals for Charlevoix Marathon

Date: August 17, 2026

Presented By: Mark Heydlauff, City Manager

Background:

Following the changes in route and layout for the 2026 Charlevoix Marathon, staff reviewed the event and communicated with the organizers. We believe the event execution was improved this year and the overall impact of relocating it was significantly better for traffic, pedestrian crossings on the highway and general coordination. We believe there are some tweaks we can make in the planning for the future as we do with any event but would recommend preliminary approval for the forthcoming years as requested in the included letter. This permits the organizers to begin registering participants and for staff to formalize plans for next year.

Recommendation:

Motion to authorize preliminary approval for the Charlevoix Marathon for 2027, 2028, and 2029.

Attachments:

1. Charlevoix Marathon 2027

Charlevoix Marathon

21st Annual Event — June 19, 2027

City Council Application for Preliminary Approval

Submitted by: Jeff Suffolk, Race Director

Contact: CharlevoixMarathon@gmail.com | (720) 255-5475

Date Submitted: August 2026

Event Overview

The Charlevoix Marathon is an annual running event founded in 2007, entering its 21st year in 2027. The event includes four races: a full marathon (26.2 miles), half marathon (13.1 miles), 10K, and 5K. The Charlevoix Marathon is a certified Boston Marathon qualifying course and draws runners from across the region and country to the City of Charlevoix each June.

Proposed Date: Saturday, June 19, 2027

Proposed Course: Southern route, same as the 2026 event, with start/finish on Park Avenue at State Street.

2026 Event Recap

The 2026 event marked the 20th anniversary of the Charlevoix Marathon and the first year on the new southern course. After 19 years of running north, the change was difficult to comprehend at first, but the southern route was widely received as a positive by runners, spectators, city staff, and businesses. Key highlights include:

- The new course produced more Boston Marathon qualifying times than the previous northern route, confirming it as a strong BQ course.
- The elimination of activity on the highway dramatically improved traffic flow on race day.
- The Park Avenue start/finish created a much better and safer spectator experience. Families in particular gave very positive feedback, and crowds enjoyed having registration moved out of Bridge Park so small children and older adults didn't have to cross the highway as a spectator.
- City departments reported an overall positive experience with the new arrangement.
- Feedback from businesses along the route was mostly positive.

As a Charlevoix resident and long-time event organizer, I want to express how much I appreciated working with Mark and Chief Jill to find a solution when the original course was no longer viable. Their willingness to collaborate made what could have been a very difficult situation into a genuine improvement for the event.

As with any first-year course change, there are details to refine. We look forward to working cooperatively with city staff, businesses, and neighbors along the route to make targeted improvements ahead of 2027.

2027 Plan

For 2027, we plan to utilize the same southern course with the Park Avenue start/finish. Based on feedback from city staff, runners, and the community, we are proposing the following adjustments to improve the race day experience:

Staggered Start Times

To reduce congestion on the course and improve safety for all participants, we are adjusting the start times to create greater separation between race waves:

- Marathon (26.2): 6:00 AM
- Half Marathon (13.1): 7:15 AM (*previously 6:30 AM*)
- 10K: 7:45 AM
- 5K: 8:00 AM

The wider spacing between starts reduces congestion where race courses overlap, keeping runners safer throughout the event. Importantly, this change does not extend road closure times — all roads will continue to reopen at 1:00 PM.

Course Safety: Carpenter Road & State Street

We would like to discuss implementing a half or full lane closure on Carpenter Road and State Street (south of Carpenter only) during the event. This would provide an additional buffer of safety for runners in that section of the course and is something we would like to coordinate with city staff as part of the detailed planning process.

Additional refinements will be developed in coordination with city staff in the months ahead and presented as part of the formal permitting process.

Request

We respectfully request that City Council grant preliminary approval for the 21st Annual Charlevoix Marathon on Saturday, June 19, 2027, utilizing the southern course with start/finish on Park Avenue. This approval would allow us to open registration and begin planning for next year's event.

Additionally, we would like to request tentative date approval for the 2028 and 2029 events (third Saturdays of June) to support long-range planning and allow runners to plan ahead. These dates would be subject to the standard annual permitting and approval process.

Thank you for the City's continued partnership and support of the Charlevoix Marathon. We are committed to working closely with city staff to deliver a safe, well-organized event that benefits the Charlevoix community.

Jeff Suffolk

Charlevoix Marathon

CharlevoixMarathon@gmail.com - JeffSuffolk@gmail.com

Charlevoix City Council

All Other Actions and Requests

Title: Healthcare Insurance Renewal and Changes

Date: August 17, 2026

Presented By: Mark Heydlauff, City Manager

Background:

As we normally do, we received our renewal rate for employee health insurance. Last year, to save costs, we switched from Priority Health to Blue Cross Blue Shield. This summer, we received a 21% rate increase to continue the same coverage (which we have been regularly changing in previous years to save costs). In July, I spoke to colleagues at the Michigan Municipal Executives Summer Workshop at Boyne Mountain and learned about the West Michigan Healthcare Pool. The Pool was created in 2007 under a law intended to allow municipalities to collectively purchase plans and self-insure together where permitted. I reached out to the Pool for a quote and we had several meetings with representatives of the Pool. I also spoke to colleagues about their experience switching to and being members of the Pool; all were positive. In the 20 years the pool has existed, 5 municipalities have left and three of those have returned. Currently, more than 200 public employers in Michigan are members of the pool and collectively ensure over 65,000 people in Michigan. The City is currently in a pool organized by the Michigan Municipal League to cover our unemployment insurance liabilities. Once joining the Pool, we are obligated to stay in it for three years.

There are some nuanced changes the Pool would bring to our insurance process and coverage but in short and in substance, the same plan design we had with BCBS would continue with BCBS but with a renewal increase of 4.2% versus the quoted renewal of 21% (see page three of the attachment City of Charlevoix- 26-27 Pool Rates). This is a 15 month rate since the Pool requires all members to use the calendar year as the insurance year versus our current October 1 renewal. There are some administrative tasks that would shift to the City versus our agent under the current plan but given the cost difference, I think that's very manageable. In order to adopt the Pool, Council needs to approve the included resolution. Going forward, the Pool is also able to manage cost increases by smoothing the experience across members instead of treating each group as part of the general insured population. We budgeted for at least a 5% increase in benefit costs so the renewal rate would fit well within our budget.

Currently and going forward, we offer two types of health plans for our employees. Nearly all choose the lower cost, high-deductible HSA plan. Employees pay 5% of the premium for this through payroll deduction. We do also offer a traditional health insurance plan that has more expansive coverage but costs more. Employees pay 20% of the premium for this plan.

The Publicly Funded Health Insurance Contribution Act (PA 152) limits the amount public employers pay toward employee medical benefits. The City has three options for complying with the requirements of PA 152, which it must do on an annual basis. The three options are:

1. "Hard Cap" Option – limits the amount the City may contribute annually to employees' medical benefit plans based on coverage levels, as defined by the State Treasury on an annual basis.

The contribution limits for CY 2026 are included in your agenda packets.

2. "80%/20%" Option – limits the City's share of total annual health care costs to not more than 80%. This option requires a majority vote by the Council annually.
3. "Exemption" or "Opt Out" Option – the City may exempt itself from the requirements of PA 152 by an annual 2/3 vote of Council.

Since the law has been in effect, Council has voted unanimously to exempt the City from the requirements of PA 152. For the upcoming 2026-27 medical benefit plan coverage year which starts October 1st, staff recommends Council again vote to exempt the City from the PA 152 requirements.

Both of the CBAs we have with employees align in the cost-sharing agreement outlined above; management and the two unions have representatives who worked through this process as we usually do but with more intensity this year to select a good option to cover our employees and their families while also being fiscally responsible.

Recommendation:

Motion to approve resolution 2026-080-01 to enter the West Michigan Health Care Pool and appoint the City Manager as trustee and the City Treasurer as the Alternate Trustee.

Motion to approve the selection of Blue Cross Blue Shield plans as quoted by the WMHCP as presented.

Motion to approve Resolution 2026-08-02 adopting the annual exemption option as set forth in PA 152 for the City's medical benefit plan coverage year October 1, 2026 through December 31, 2027.

Attachments:

1. 2026.08.01 Resolution Authorizing Public Entity Membership in the WMHIP
2. 2026.08.02 Resolution PA 152 Opt Out
3. WMCHP Background
4. City of Charlevoix - 26-27 Pool Rates

**CITY OF CHARLEVOIX
RESOLUTION NO. 2026-08-01
RESOLUTION AUTHORIZING PUBLIC ENTITY MEMBERSHIP
IN THE WEST MICHIGAN HEALTH INSURANCE POOL ("WMHIP") FOR A MINIMUM THREE-YEAR PERIOD**

PREMISES

- A. The Western Michigan Health Insurance Pool ("WMHIP") is a Public Employer Pooled Plan ("PEPP") that provides pooled self-funded health insurance coverage, as authorized by the Public Employees Health Benefit Act, Act 106 of 2007.
- B. WMHIP has received from the Michigan Department of Insurance and Financial Services ("DIFS") a certificate of registration authorizing establishment of the PEPP.
- C. The Charlevoix City Council has had the opportunity to consider the obligations of the Public Entity to WMHIP and PEPP plans, and services available to the Public Entity by WMHIP, and has carefully reviewed the WMHIP Amended Trust Agreement and Bylaws.
- D. The Charlevoix City Council desires to authorize membership of the Public Entity in the WMHIP for a minimum period of three years.

NOW, THEREFORE, the Charlevoix City Council hereby resolves:

- 1. The Charlevoix City Council approves the WMHIP Amended Trust Agreement and bylaws, and accepts WMHIP provision of the City of Charlevoix self-funded, pooled health insurance coverage under the PEPP plan.
- 2. The City Manager and the City Treasurer are appointed by the Charlevoix City Council as WMHIP Trustee and Alternate Trustee, are hereby authorized to execute all documents necessary for the City of Charlevoix to become a Member in the WMHIP PEPP plan.
- 3. The Charlevoix City Council hereby confirms its appointment of the following people as Trustee and Alternate Trustee to serve as Trustee when the initial Trustee is not available or in attendance to carry out the Trustee's duties:

Mark L. Heydlauff, City Manager
Trustee

Kelly McGinn, City Treasurer
Alternate Trustee

As required by law, neither the Trustee nor the Alternate Trustee is an owner, officer, or employee of any third-party administrator or any other third-party providing services to WMHIP. The Trustee and Alternate Trustee shall serve until replaced by action of the Charlevoix City Council. Once appointments are made known to the WMHIP, the persons appointed shall remain in office until the WMHIP receives evidence of appointment of other persons. Evidence of proper appointment of the Trustee and Alternate Trustee shall be a certified copy of the resolution passed by City Council, indicating the names of the designated Trustee and/or Alternate Trustee. Failure of the City of Charlevoix to designate a Trustee, or the failure of that Trustee/Alternate Trustee to participate on the Board of Trustees, shall not affect the responsibilities or duties of the City of Charlevoix under the Amended Trust Agreement.

- 4. City of Charlevoix shall continue participation in the WMHIP for a minimum of three full years under its PEPP plan.
- 5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same are hereby rescinded.

**CITY OF CHARLEVOIX
RESOLUTION NO. 2026-08-02**

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

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

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

WHEREAS, the three options are as follows:

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

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

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Charlevoix elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year October 1, 2026 through December 31, 2027.

RESOLVED this 17th day of August, 2026 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

City of Charlevoix & The Pool

2026-27 Pool Rates
August 11, 2026

THE POOL
Transforming Your
Wellbeing Together

20
years
of supporting
members



Getting to know The Pool

THE POOL
Michigan Health Insurance

2

The Pool

About Us

The Pool was created in 2005 when eight West Michigan school districts wanted to offer better, quality benefits at a lower cost to employees and their families.

Making Waves

The Pool offers the most affordable, best-in-class coverage through Blue Cross Blue Shield of Michigan or Priority Health that supports our members' total wellbeing.

Being a member of The Pool allows you to take advantage of life-changing programs ranging from muscle, back, and joint pain relief to fully reversing diabetes, all for **free**.

Member-Focused



The Pool was created for members and has always been run by members – ensuring an enhanced experience for all.

Value



We offer plans at the most competitive rates in the industry by investing in innovations that enhance member wellbeing.

Trust



Transparency, partnership and feedback are essential to everything we do in The Pool. Members can trust The Pool is working on their behalf everyday.

Member-Focused, Value & Trust are pillars that have withstood the test of time and drive decision making today.

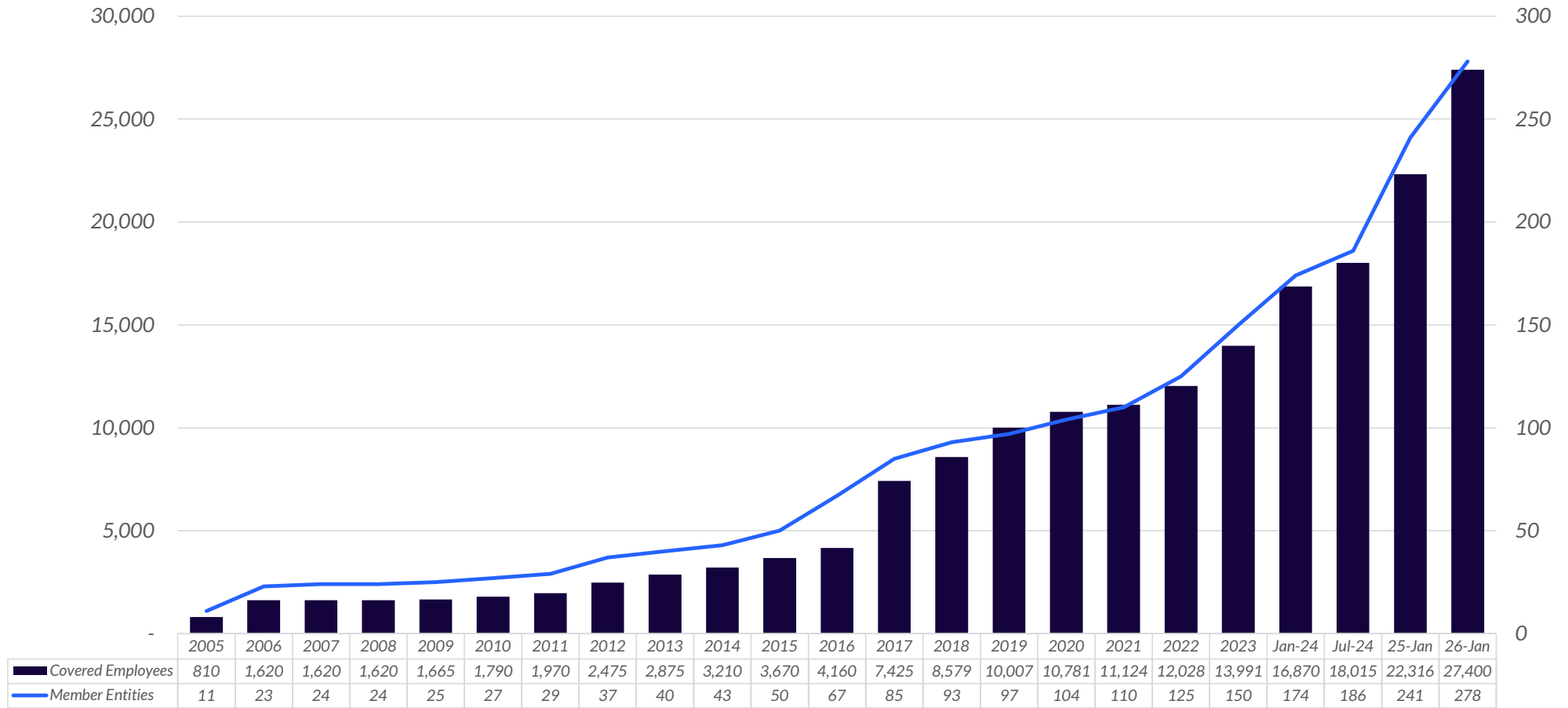
THE POOL



In good company

THE POOL
Michigan Health Insurance

20 Years of Sustained Growth



*January 2026 covered employees is an est.

Who's in The Pool

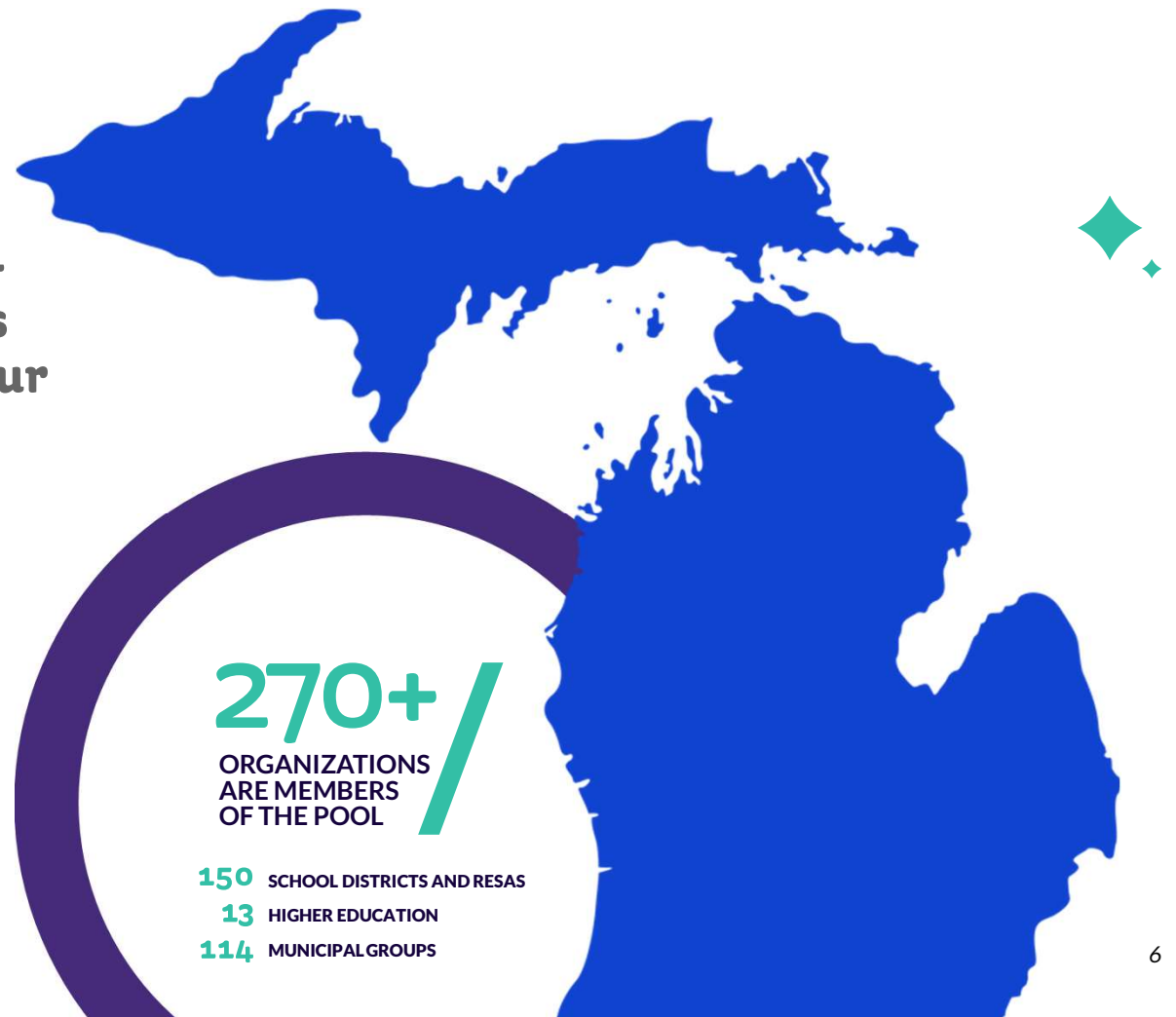
as of January 2026

The Pool is made up of over two-hundred member entities across Michigan, proud to be a part of our mission.

Curious who these members are?

Find the full list of membership on the next few slides.

THE POOL
Michigan Health Insurance



Membership list

1/1/2026

Midwest

Ottawa County

Allendale Public Schools
City of Ferrysburg
City of Holland
City of Hudsonville
City of Zeeland
Coopersville Public Schools
Grand Haven Area Public Schools
Harbor Transit Authority
Herrick District Library
Holland BPoW
Holland Public Schools
Hudsonville Public Schools
Jenison Public Schools
Loutit District Library
Macatawa Area Express Transit Authority
Ottawa County
Ottawa ISD
Park Township
Spring Lake Public Schools
Spring Lake Library
Village of Spring Lake
West Ottawa Public Schools

Kent County

Byron Center Public Schools
Caledonia Public Schools
Cascade Township
Cedar Springs Public Schools
City of Cedar Springs
City of Lowell
Comstock Park Public Schools
East Grand Rapids Public Schools
Forest Hills Public Schools
Gaines Charter Township
Godfrey Lee Public Schools
Godwin Heights Public Schools
Grand Rapids Community College
Grand Rapids Public Schools
Grandville Public Schools
Kelloggsville Public Schools
Kent City Community Schools
Kenowa Hills Public Schools
Kent ISD
Kentwood Public Schools
Lowell Schools
Network 180
Northview Public Schools
Rockford Public Schools
Sparta Area Schools
Tri County Area Schools
Wyoming Public Schools

Southwest

Allegan County

Allegan County
Allegan Area AESA
City of Allegan
City of Otsego
Fennville Public Schools
Hopkins Public Schools
Otsego Public Schools
Plainwell Community Schools
Wayland Union Public Schools

Barry County

Barry County
Barry ISD
Delton Kellogg Schools
Lakewood Public Schools
Maple Valley Schools
Southwestern Michigan College
Thornapple Kellogg Schools

Berrien County

City of Bridgman
City of St. Joseph
Coloma Public Schools
Lakeshore Public Schools
Niles Community Schools

Branch County

BHSJ Public Health
Branch County
Branch ISD
Bronson Community Schools
City of Bronson
City of Coldwater
Village of Union City

Calhoun County

Athens Area Schools
Battle Creek Public Schools
Calhoun County
Calhoun ISD
City of Marshall
Harper Creek Community Schools
Kellogg Community College
Marshall Area Fire Fighter Ambulance Authority
Marshall District Library
Pennfield Public Schools
Summit Pointe Behavioral Health

Cass County

Heritage Southwest ISD

Hillsdale County

City of Hillsdale
City of Jonesville
County of Hillsdale

Kalamazoo County

Climax-Scotts Community Schools
Comstock Public Schools
Kalamazoo County RESA
Kalamazoo Valley Community College
Parchment School District
Schoolcraft Community Schools
Texas Township
Vicksburg Public Schools
Village of Vicksburg

St. Joseph County

Burr Oak Community Schools
Centreville Public Schools
Colon Community Schools
Glenn Oaks Community College
Mendon Community Schools
Nottawa Community School
St. Joseph County ISD
St. Joseph Public Schools
Three Rivers Community Schools
White Pigeon Community Schools

Van Buren County

South Haven Public Schools
Village of Lawton
Village of Paw Paw

Central

Clinton County

Clinton County RESA
Ovid Elsie Schools
Pewamo Westphalia Community
Schools
St. Johns Public Schools

Eaton County

City of Grand Ledge
Eaton County RESA
Grand Ledge Public Schools

Ingham County

City of East Lansing
City of Williamston
Holt Public Schools
Ingham ISD
Lansing Community College
Mason Public Schools
Okemos Public Schools
Waverly Community Schools

Ionia County

Belding Area Schools
Ionia ISD
Ionia Public Schools
Portland Public Schools
Saranac Community Schools

Isabella County

Beal City Public Schools
Montabella Community
Schools
Village of Lake Isabella

Jackson County

Jackson Public Schools
LifeWays Community Mental
Health

Saginaw County

Chesaning Union Schools
Saginaw ISD

Eastern

Genesee County

City of Davison
Mott Community College

Lenawee County

Lenawee County Road Commission

Livingston County

Livingston ESA

Macomb County

Lake Shore Public Schools
Romeo Community Schools

Monroe County

Ida Public Schools

Oakland County

Berkley Schools
City of Farmington Hills
Ferndale Public Schools
Holly Academy
Huron Valley School District
Oak Park School District
Oakland Community College
Oxford Community Schools

Shiawassee County

Shiawassee RESA

St. Clair County

Region 10
St. Clair County Community MH

Washtenaw County

Washtenaw Community College

Wayne County

Garden City Public Schools
Henry Ford College
Lincoln Park Public Schools
Redford Union School District
Riverview Community School
District
Trenton Public Schools
Woodhaven Brownstown School
District



Northern

Alpena County

Alpena Montmorency Alcona ESD

Antrim County

Antrim County
Antrim County Road Commission
Mancelona Public Schools

Emmet County

County of Emmet
Emmet County Road Commission
NEMCOG

Iosco County

Iosco RESA
Oscoda Area Schools
Wellvance

Lake County

Baldwin Community Schools
Lake County

Leelanau County

Leland Public Schools

Luce County

Luce County Road Commission

Mason County

City of Ludington
Ludington Area Schools
Mason County Eastern
Mason County Road Commission

West Michigan CMH
West Shore Community
College
West Shore ESD

Mecosta County

Big Rapids Public Schools
Chippewa Hills Public Schools
City of Big Rapids
Mecosta County
Mecosta County Road
Commission
Mecosta Osceola ISD

Midland County

Coleman Community Schools

Montcalm County

Central Montcalm Public
Schools
City of Stanton
Greenville Public Schools
Montcalm Care Network
Montcalm ISD
Village of Lakeview

Muskegon County

Charter Township of
Muskegon
Fruitport Community Schools
Mona Shores Public Schools

Montague Area Public Schools
Muskegon Area ISD
Muskegon Charter Township
Muskegon County Road Commission
Muskegon Heights Schools
Muskegon Public Schools
North Muskegon Public Schools
Oakridge Public Schools
Orchard View Schools
Ravenna Public Schools
Reeths-Puffer Schools
Whitehall District Schools

Newaygo County

City of Fremont
City of Newaygo
Fremont Public Schools
Grant Public Schools
Newaygo County
Newaygo County Mental Health
Newaygo County RESA

Oceana County

Hart Public Schools
Pentwater Public Schools
Shelby Public Schools
Village of Shelby
Walkerville Public Schools

Osceola County

Reed City Area Public Schools

Upper Peninsula

Baraga County

Baraga County
Baraga County Memorial Hospital
Baraga County Road Commission
Village of L'Anse

Chippewa County

Lake Superior State University

Cheboygan County

Cheboygan County

Delta County

Delta Solid Waste Management
Authority

Dickinson County

Breitung Township
City of Norway
Dickinson County Road Commission

Gogebic County

Charter Township of Ironwood
Gogebic County
Gogebic County Road Commission
Gogebic Medical Care Facility

Houghton County

Adams Township School District
Chassell Township Schools
Copper Country ISD
Houghton County
Houghton County Medical Care Facility

Hancock Public Schools
City of Houghton
Lake Linden-Hubbell Schools
Western UP Health Department

Iron County

City of Iron River

Keweenaw County

Keweenaw County
Keweenaw County Road Commission

Mackinac County

City of St. Ignace

Marquette County

Charter Township of Marquette
City of Ishpeming
County of Marquette
Ishpeming Area Wastewater Treatment
Facility
Marquette Board of Light and Power
Marquette County Medical Care Facility
Marquette County Road Commission
Negaunee Township
Northcare Network

Menominee County

Northpointe Behavioral Health System

Ontonagon County

Ontonagon County Road Commission

Coverage you can count on

THE POOL
Western Michigan Health Insurance

10

We've got you covered

The Pool utilizes the Blue Cross Blue Shield of Michigan and Priority Health as our members' health plan carriers.

With hundreds of customized plans to choose from, we strive to meet the unique needs of each of our member organizations.



Simplifying Navigation



Pool Member
Needing support with complex conditions, care needs, or health system navigation



Dedicated Care Nurses
Connect through inbound member calls or outbound outreach when a need is identified



Guide and Support
Nurse care managers educate and connect the member with resources based on their unique needs



One Number, Endless Resources
Stella's Nurses simplify The Pool's and broader healthcare ecosystem by navigating members to the resource they need, when they need it

Supporting Members' Health

The Pool offers **FREE** programs to help members get the most value out of their benefits and find support where needed



Member-focused



High-cost infusion
treatment alternatives



Diabetes prevention,
support, and reversal



Federal & State
benefits access



Complex care
support



Diabetes
management



Virtual back, joint, &
muscle pain relief



On-demand expert
medical opinions



Maternity &
postpartum support



Breast cancer
screenings



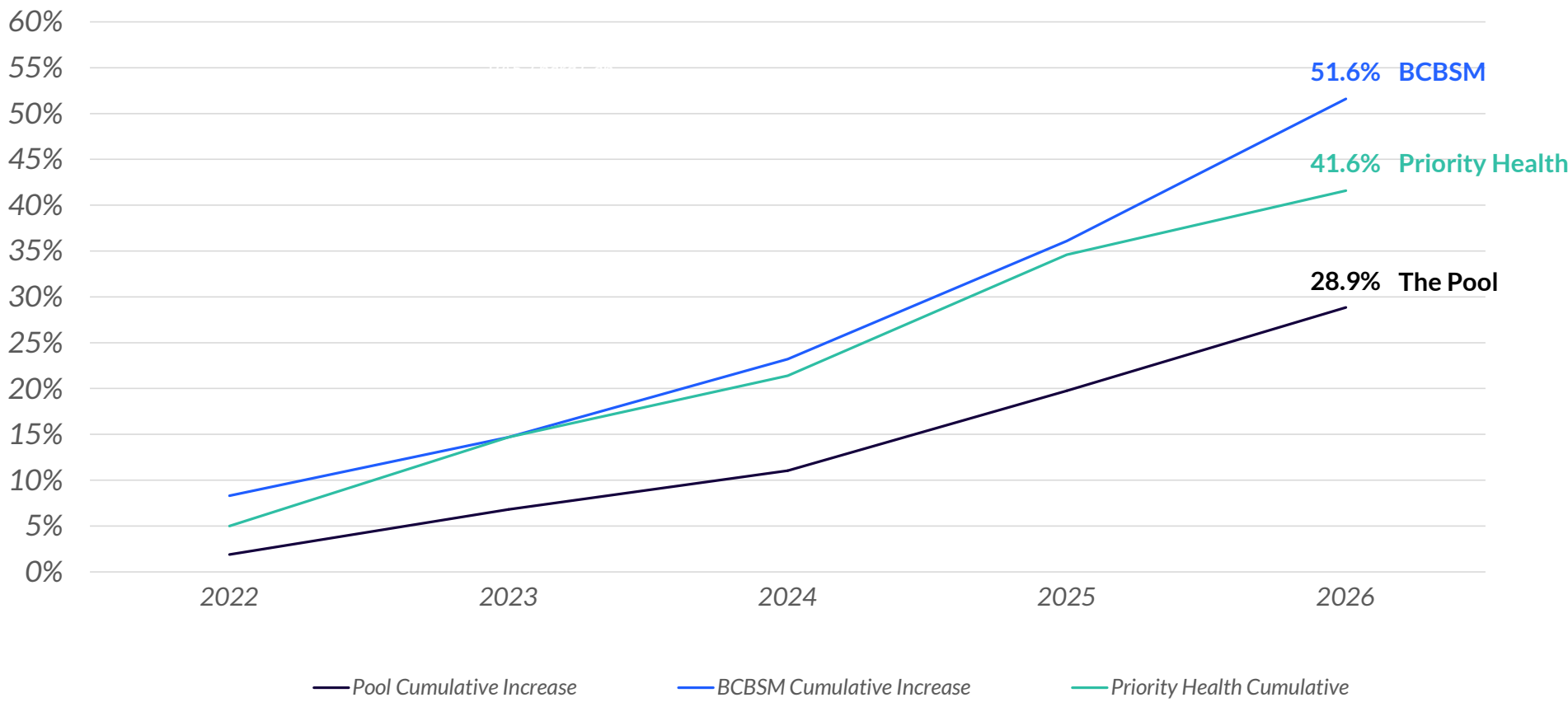
Surgical concierge
program

Why are groups choosing The Pool?

Market Trends



Market options have far outpaced the increases in The Pool.



Note: Priority Health does not publish state-wide large group increases. Number illustrates Small Group increases filed with DIFS

Pool Quote

THE POOL
Michigan Health Insurance

2027 Pool Plan Options at a Glance

Two alternative plan designs — in-network benefits



	VALUE HSA 2500 216/217	VALUE 2000 203
	In-Network	In-Network
Deductibles & Out-of-Pocket		
Individual Deductible	\$2,500	\$2,000
Family Deductible	\$5,000	\$4,000
Embedded or Aggregate	Aggregate	Embedded
Coinsurance (Insurance Pays)	80%	80%
Individual Coinsurance Max	\$2,000	\$2,000
Family Coinsurance Max	\$4,000	\$4,000
Individual Out of Pocket Max	\$4,500	\$4,500
Family Out of Pocket Max	\$9,000	\$9,000
Medical Benefits		
Preventative Care	100%	100%
Online Visit	80% after deductible	\$20 copay
Online Mental Health Visit	80% after deductible	\$20 copay
Primary Care Physician Office Visit	80% after deductible	\$20 copay
Specialist Office Visit	80% after deductible	\$40 copay
Urgent Care Visit	80% after deductible	Facility: 100% after \$60 copay Physician: 100% after \$60 copay
Emergency Room	80% after deductible	\$150 copay (waived if admitted)
Chiropractic	80% after deductible, limited to 12 visits PMPY	\$20 copay, limited to 12 visits PMPY
PT/OT/Speech combined	80% after deductible, limited to 30 combined visits PMPY	100% after deductible, limited to 30 combined visits PMPY
Prescription Drugs		
Generic	\$10 copay after deductible	\$10 copay
Preferred Brand	80% after deductible (\$80 max)	80% (\$80 max)
Non-Preferred Brand	80% after deductible (\$100 max)	80% (\$100 max)
Preferred Specialty	80% after deductible (\$80 max)	80% (\$80 max)
Non-Preferred Specialty	80% after deductible (\$100 max)	80% (\$100 max)

2027 Cost Comparison vs. Existing Program

Alternative (Pool) rates compared with the BCBS 2026-27 renewal

VALUE HSA 2500 216/217

\$93,993 11.44% lower
estimated annual savings vs. renewal

VALUE 2000 203

\$392 4.09% lower
estimated annual savings vs. renewal

	VALUE HSA 2500 216/217	VALUE 2000 203
	In-Network	In-Network
Monthly Premiums — Alternative (Pool) Rates		
Single	\$676.02	\$764.48
2-Person	\$1,521.05	\$1,720.07
Family	\$1,892.87	\$2,140.53
Monthly Premiums — BCBS 2026-27 Renewal		
Single	\$718.89	\$797.12
2-Person	\$1,725.33	\$1,913.10
Family	\$2,156.67	\$2,391.37
Enrollment		
Single	10	1
2-Person	13	0
Family	18	0
Total Estimated Cost		
The Pool Estimated Monthly	\$60,606	\$764
The Pool Estimated Yearly	\$727,266	\$9,174
BCBS 2026-27 Renewal Monthly	\$68,438	\$797
BCBS 2026-27 Renewal Annual	\$821,259	\$9,565
Annual Difference \$	-\$93,993	-\$392
Annual Difference %	-11.44%	-4.09%



2027 Pool Rates vs. Existing 2026 Program

Alternative (Pool) 2027 rates compared with the existing 2026 program rates



VALUE HSA 2500 216/217

\$29,228 4.19% higher
estimated annual increase vs. 2026 rates

VALUE 2000 203

\$1,304 16.58% higher
estimated annual increase vs. 2026 rates

	VALUE HSA 2500 216/217	VALUE 2000 203
	In-Network	In-Network
Monthly Premiums – Alternative (Pool) 2027 Rates		
Single	\$676.02	\$764.48
2-Person	\$1,521.05	\$1,720.07
Family	\$1,892.87	\$2,140.53
Monthly Premiums – Existing 2026 Rates		
Single	\$611.03	\$655.78
2-Person	\$1,466.47	\$1,573.88
Family	\$1,833.08	\$1,967.35
Enrollment		
Single	10	1
2-Person	13	0
Family	18	0
Total Estimated Cost		
The Pool Estimated Monthly	\$60,606	\$764
The Pool Estimated Yearly	\$727,266	\$9,174
Existing 2026 Estimated Monthly	\$58,170	\$656
Existing 2026 Estimated Yearly	\$698,038	\$7,869
Annual Difference \$	+\$29,228	+\$1,304
Annual Difference %	+4.19%	+16.58%



Service you can count on

Pool Executive Support Team

Providing strategic consultation to The Pool's Executive, Value and Member Experience Committees



Mike Hagerty
Lead Consultant

Leads team in execution of strategic plan and capitalizing on growth opportunities



Chris Glass
Consultant

Supports team in execution of strategic plan and capitalizing on growth opportunities



Leslie Nowaczyk
Service Consultant - Pool

Oversee and develop the overall service delivery for The Pool and its key members



Ashley Contreras
Chief of Staff

Onboard, develop, mentor and direct the client service team



Mike Wagner
Strategy and Operations

Leads strategic initiatives include data analytics, new entity quoting, and growth opportunities.



Lottie Shaw
Marketing Director

Drives development and execution of Pool communications and promotions



Christine Coon
Service Consultant - Group

Assigned to key accounts to lead client retention and growth

The Pool's Client Service Team

Supporting group administrators and employees

Service Consultants



Leslie Nowaczyk



Christine Coon

Client Managers



Mary Quinn



Amanda Bieszard



Melody Harris



Beth Minard



Tim Wagner



Renee Lowery



Carley Wall



Kyle Chestnut



Rocio Glover

Client Associates



Carrie Watkins



J.P. Kelly



Maddie Dyer

City of Charlevoix

3 layers of dedicated support for your medical program:

- Lead Consultant
- Client Manager
- Client Associate



Next steps – what to expect

Evaluating your program through The Pool lens

1.

Pre-Quote

Evaluate current rates, claims & demographics to show what your rates would have been in The Pool for 2026.

2.

2027 Rate Finalization

In August when BCBS renewals are available The Pool will finalize rates for 2027.

3.

Decision & Implementation

Once a decision is made to join The Pool our team begins implementation and open enrollment support for a successful transition.



Thank you.



2027 Pool Plan Options at a Glance

Two alternative plan designs — in-network benefits



	VALUE HSA 2500 216/217	VALUE 2000 203
	In-Network	In-Network
Deductibles & Out-of-Pocket		
Individual Deductible	\$2,500	\$2,000
Family Deductible	\$5,000	\$4,000
Embedded or Aggregate	Aggregate	Embedded
Coinsurance (Insurance Pays)	80%	80%
Individual Coinsurance Max	\$2,000	\$2,000
Family Coinsurance Max	\$4,000	\$4,000
Individual Out of Pocket Max	\$4,500	\$4,500
Family Out of Pocket Max	\$9,000	\$9,000
Medical Benefits		
Preventative Care	100%	100%
Online Visit	80% after deductible	\$20 copay
Online Mental Health Visit	80% after deductible	\$20 copay
Primary Care Physician Office Visit	80% after deductible	\$20 copay
Specialist Office Visit	80% after deductible	\$40 copay
Urgent Care Visit	80% after deductible	Facility: 100% after \$60 copay Physician: 100% after \$60 copay
Emergency Room	80% after deductible	\$150 copay (waived if admitted)
Chiropractic	80% after deductible, limited to 12 visits PMPY	\$20 copay, limited to 12 visits PMPY
PT/OT/Speech combined	80% after deductible, limited to 30 combined visits PMPY	100% after deductible, limited to 30 combined visits PMPY
Prescription Drugs		
Generic	\$10 copay after deductible	\$10 copay
Preferred Brand	80% after deductible (\$80 max)	80% (\$80 max)
Non-Preferred Brand	80% after deductible (\$100 max)	80% (\$100 max)
Preferred Specialty	80% after deductible (\$80 max)	80% (\$80 max)
Non-Preferred Specialty	80% after deductible (\$100 max)	80% (\$100 max)

2027 Cost Comparison vs. Existing Program

Alternative (Pool) rates compared with the BCBS 2026-27 renewal

VALUE HSA 2500 216/217

\$93,993 11.44% lower

estimated annual savings vs. renewal

VALUE 2000 203

\$392 4.09% lower

estimated annual savings vs. renewal

	VALUE HSA 2500 216/217	VALUE 2000 203
	In-Network	In-Network
Monthly Premiums — Alternative (Pool) Rates		
Single	\$676.02	\$764.48
2-Person	\$1,521.05	\$1,720.07
Family	\$1,892.87	\$2,140.53
Monthly Premiums — BCBS 2026-27 Renewal		
Single	\$718.89	\$797.12
2-Person	\$1,725.33	\$1,913.10
Family	\$2,156.67	\$2,391.37
Enrollment		
Single	10	1
2-Person	13	0
Family	18	0
Total Estimated Cost		
The Pool Estimated Monthly	\$60,606	\$764
The Pool Estimated Yearly	\$727,266	\$9,174
BCBS 2026-27 Renewal Monthly	\$68,438	\$797
BCBS 2026-27 Renewal Annual	\$821,259	\$9,565
Annual Difference \$	-\$93,993	-\$392
Annual Difference %	-11.44%	-4.09%



2027 Pool Rates vs. Existing 2026 Program

Alternative (Pool) 2027 rates compared with the existing 2026 program rates

VALUE HSA 2500 216/217

\$29,228 4.19% higher
estimated annual increase vs. 2026 rates

VALUE 2000 203

\$1,304 16.58% higher
estimated annual increase vs. 2026 rates

	VALUE HSA 2500 216/217	VALUE 2000 203
	In-Network	In-Network
Monthly Premiums – Alternative (Pool) 2027 Rates		
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Annual Difference \$	+\$29,228	+\$1,304
Annual Difference %	+4.19%	+16.58%



Charlevoix City Council

All Other Actions and Requests

Title: Job Description Updates and Revisions

Date: August 17, 2026

Presented By: Mark Heydlauff, City Manager

Background:

Earlier this summer, I proposed to City Council the promotion of our City Clerk/Assistant to the City Manager to the title of City Clerk./Assistant City Manager. While a small word change, the professional status difference matters outside the organization and also builds more formality into the hierarchy within City administration--especailly in the case of my absence, termination, or incapacity. As such, I'm proposing to institute the enclosed job description and a modest pay change to accompany the excellent work Sarah already does for us and will continue to do.

In the course of revising this job description, I consulted my own job description. This had not been updated since 2007. I've revised it and though it does not substantively change, I suggest adopting the revision as a way of periodic evaluation.

Finally, Jonathan Scheel and I have discussed his future plans to step away from full-time work and Director of Planning and Zoning and how we might structure the succession planning in that position. To this end and again in the act of periodic updating, I have made slight revisions to this document also. I intend to post this position later this month with the plan of an overlapping period with a new person to fill the position while Mr.Scheel remains full-time. The overlap would end around the start of our next fiscal year when Mr. Scheel would transition to part-time and we evaluate that arrangement moving forward.

Under an amendment to the Charter, I am authorized to approve new job descriptions (except for my own) but wanted to elevate these changes to Council's awareness. Previously, we had used contractors to fulfill the planning and zoning functions. In two steps, they were brought back to being a full-time position and I would again recommend we maintain them as a full-time employee though the question on contracting could be revisited depending on candidate pools and experiences.

Recommendation:

Motion to approved the revised City Manager job description as presented.

Attachments:

1. JD- City Clerk-Assistant City Manager
2. JD- City Manager
3. JD- Planning and Zoning Director

**CITY OF CHARLEVOIX
JOB DESCRIPTION**

Title:	City Clerk/Assistant City Manager	FLSA:	Exempt
Department:	Clerk and City Manager	Status:	Full-time, non-union
Reports To:	City Manager	Date:	August 17, 2026

Under the general direction of the City Manager, this position serves as City Clerk and provides broad executive-level administrative support to the City Manager. As City Clerk, the position will oversee all election activity and as the official custodian of City records. As Assistant City Manager, the incumbent may supervise departments, staff, and projects. The position will participate in the oversight of day-to-day City operations and serves as City Manager in that person's absence.

Essential Job Functions

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

City Clerk Functions

- Plans and administers federal, state, and local elections including notices, ballots, equipment maintenance, absentee voter process, personnel training, and election day oversight.
- Administers current voter registration in compliance with state law, manages voter identification cards, and maintains the Qualified Voter File.
- Serves as Clerk to the City Council: attends meetings, prepares agendas and packets, records and transcribes official meeting minutes, and assures legal notices are published.
- Prepares and edits resolutions, proclamations, ordinances, and other official documents. Assists other boards, commissions, and committees as required.
- Serves as official custodian for the safekeeping and management of the City seal and all City records, documents, and ordinances. Administers oaths of office, certifies, signs, and records official documents. Oversees codification of ordinances. Maintains comprehensive record keeping system for all official City documents. Serves as Notary Public.
- Serves as Freedom of Information Act (FOIA) coordinator; responds to requests for information according to policies and laws regarding access to public information.
- Maintains up-to-date content on the City Clerk and Election web pages.
- Oversees and administers the City's licensing program including liquor licenses, City licenses, and mass gathering permits.
- Facilitates appointments to boards, committees, and commissions; monitors terms of office; coordinates activities and communications related to appointments; maintains records.
- Oversees cemetery lot sales and maintenance of permanent records for the cemeteries.
- Catalogs and files all City records; administers City's record retention and disposal policy pursuant to state statute; coordinates records maintenance across departments.
- Develops and administers budget for the City Clerk's office and Elections.
- Maintains schedule of expiring contracts and documents.
- Serves as signatory on all City contracts, agreements, ordinances, resolutions, checks, and related documents; maintains and codifies all ordinances in the Municipal Code.

- Attends professional development workshops and seminars; remains current on legal changes, principles, practices, and developments in the field.
- Assigns new street names and addresses as needed; confirms existing addresses upon request.
- Other duties as assigned.

Assistant City Manager Functions

- Provides executive-level administrative support to the City Manager and other City staff as designated.
- Manages and directs the procurement and surplus property disposal policy for the City.
- Answers phones and responds to public inquiries or complaints; makes referrals to appropriate staff.
- Manages and administers various board and commission agendas; represents the City Manager in front of some boards and committees as assigned.
- Manages a portfolio of projects and public policy initiatives which may change and develop over time.
- Acts as City Manager for short or prolonged periods and during emergencies as may be required.
- Conducts research, prepares reports, and completes special projects as assigned including calendars, informational publications, and City website updates.
- Keeps abreast of modern developments, evolving issues, and changing legislation and policies in public administration and records management through continued education and professional growth. Attends conferences, workshops, and seminars as appropriate.
- Performs related work as required.

Knowledge, Skills, Abilities

- Thorough knowledge of City services, organizational structure, and general municipal operations to effectively direct and assist the public.
- Thorough knowledge of the City Charter and official City policies, the rules of public meetings conduct, and the laws and ordinances governing open meetings, record keeping, and public information.
- Skill in taking minutes, compiling and evaluating data and information, and preparing clear and accurate reports.
- Skill in the use of office equipment and technology, including computers, specialized financial systems, and other related software, and the ability to master new technologies.
- Skill in responding to public inquiries and internal requests with a high degree of diplomacy and professionalism.
- Skill in maintaining and updating complex records and maintaining complex record keeping and document retention systems.
- Ability to effectively train, lead, and motivate employees, and supervise and evaluate the work of others.
- Ability to communicate effectively and present ideas and concepts orally and in writing, and make presentations in the public forum.
- Establish strong working relationships and exercise sound judgment, initiative, and resourcefulness when collaborating with employees, officials, professionals, media, and the public. Skilled in diplomacy and maintaining effective performance under pressure or during disagreements, while also being adept at critical assessment, problem-solving, and adjusting to deadlines and evolving priorities.
- Ability to attend meetings outside of normal business hours and travel to other locations.

Preferred Qualifications

- Bachelor's degree in a relevant field of study required. Combination of education and experience may be considered. Master of Public Administration desired.

- Five or more years of progressively responsible experience as an administrative professional, deputy clerk, office manager, or related field required. Prior experience in a municipal setting preferred.
- Certified Municipal Clerk (CMC) or ability to achieve certification within a reasonable time frame required.
- Certification as a Notary Public or ability to become a notary public required.
- Valid Michigan Driver's license

Physical Requirements and Work Environment

While performing the duties of this job, the employee regularly works in an office setting with a controlled climate where they sit and work on a computer, communicate by telephone, email or in person, and move around the office. The noise level in the work environment is usually quiet. Essential functions may require walking, standing, or sitting for prolonged periods and lifting standard-sized boxes of records or election equipment.

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change. The position is an at-will position.

**CITY OF CHARLEVOIX
JOB DESCRIPTION**

Title:	City Manager	FLSA:	Exempt
Department:	City Manager	Status:	Full-time, non-union
Reports To:	City Council	Date:	August 17, 2026

Under the general direction of the City Council, the City Manager serves as the chief administrative official of the City. The City Manager is responsible for the administration of all City affairs as designated by the Charlevoix City Charter. The duties outlined below are not all-inclusive; additional responsibilities may be assigned at the City's discretion.

Essential Job Functions

- Appoint, suspend, or remove City employees as necessary, except as otherwise provided by law, City Charter, or personnel rules. May delegate these powers to department heads.
- Direct and supervise the administration of all City departments, offices, and agencies, except as otherwise provided by law or City Charter.
- Attend all Council meetings except as Council may excuse
- Ensure enforcement of all laws, City Charter provisions, and Council acts subject to the City Manager's direction.
- Prepare and submit the Annual Operating Budget and Capital Programs to the Council.
- Provide additional reports as required by Council regarding City operations.
- Advise Council on the financial condition and future needs of the City; make recommendations as deemed desirable.
- Perform other duties as specified by law, City Charter, or Council.
- Conducts research, prepares reports, and completes special projects as assigned including calendars, informational publications, and City website updates.
- Keeps abreast of modern developments, evolving issues, and changing legislation and policies in public administration and records management through continued education and professional growth. Attends conferences, workshops, and seminars as appropriate.
- Performs related work as required.

Additional Responsibilities

- Interpret and explain policies, rules, regulations, and laws to organizations and individuals.
- Analyze data and information; coach and develop staff.
- Communicate with persons outside the organization and with supervisors, peers, and subordinates.
- Coordinate City Council activities, including agenda preparation and distribution.
- Oversee personnel hiring, pre-employment testing, and maintenance of employee records.
- Develop and build teams; establish objectives and strategies.
- Maintain constructive working relationships.
- Organize, plan, and prioritize work; perform for or work directly with the public.

Knowledge, Skills, and Abilities

- Thorough knowledge of City services, organizational structure, and general municipal operations to effectively direct and assist the public.

- Thorough knowledge of the City Charter and official City policies, the rules of public meetings conduct, and the laws and ordinances governing open meetings, record keeping, and public information.
- Skill in compiling and evaluating data and information, and preparing clear and accurate reports.
- Skill in the use of office equipment and technology, including computers, specialized financial systems, and other related software, and the ability to master new technologies.
- Skill in responding to public inquiries and internal requests with a high degree of diplomacy and professionalism.
- Ability to effectively train, lead, and motivate employees, and supervise and evaluate the work of others.
- Ability to communicate effectively and present ideas and concepts orally and in writing, and make presentations in the public forum.
- Establish strong working relationships and exercise sound judgment, initiative, and resourcefulness when collaborating with employees, officials, professionals, media, and the public. Skilled in diplomacy and maintaining effective performance under pressure or during disagreements, while also being adept at critical assessment, problem-solving, and adjusting to deadlines and evolving priorities.
- Ability to attend meetings outside of normal business hours and travel to other locations.

Supervisory Responsibility

The City Manager oversees staff and coordinates office services, including personnel, budget preparation and control, special management studies and reports, and acts as liaison for community promotional activities.

Minimum Qualifications

- Bachelor's degree in public administration or related field required; Master of Public Administration or related graduate degree strongly preferred.
- Ten years' experience in general administration; government and resort community experience preferred.
- Strong communication (written & oral), grant writing, project management, human resources, public relations, financial management, and budget preparation skills preferred.
- Infrastructure, employee relations, information technology, citizen satisfaction focus, and progressive management techniques preferred.
- Seeking a creative and strategic thinker with proven interpersonal skills, effective team-building, analytical and negotiating skills, listening, delegation, public relations, morale-building, proactive and decisive approach, and high integrity.

Physical Requirements and Work Environment

While performing the duties of this job, the employee regularly works in an office setting with a controlled climate where they sit and work on a computer, communicate by telephone, email or in person, and move around the office. The noise level in the work environment is usually quiet. Essential functions may require walking, standing, or sitting for prolonged periods and lifting standard-sized boxes of records or election equipment. Occasionally, the incumbent is required to visit construction sites, emergency situations, and municipal work that involves various types of weather and climate.

Approved by City Council: August 17, 2026

City of Charlevoix

Title: ~~Zoning Administrator~~ Director of Planning and Zoning/Code Enforcement Official **FLSA:** Exempt

Department: Planning & Zoning **Status:** Full-time, salary

Reports to: City Manager **Date:** August 17, 2026

Under the general direction of the City Manager, the Director of Planning and Zoning will oversee all aspects of the City's land use planning, zoning, and related policies and programs including short-term rentals, blight remediation, signs, and other civil code enforcement. Under the general supervision of the City Manager, the Zoning Administrator will review, research, and approve or deny zoning and sign permits in accordance with Michigan law and the City Code. As the Code Enforcement Official, they will oversee all aspects of the City's Short Term Rental program, review routine blight complaints, coordinate with the Police Department as needed to ensure all other aspects of the City are enforced as needed, they will research, review and issue or deny zoning, sign, and other permits, enforcement of which may be carried out by the department.² The incumbent will consult with and aid the Planning Commission on all planning and zoning matters; they will also prepare approval/denial documents for site plans, PUDs, subdivisions, variances and other zoning matters requiring the consideration of the Planning Commission and/or Zoning Board of Appeals.

Essential Job Functions

Conduct reviews of rezoning, site plans, special uses, and other major land use projects.

- Oversee and administer the sign, short-term rental, and blight ordinances, civil ordinances as directed
- Act as liaison between City, developers, real estate contacts, architects, citizens, other governmental agencies, and municipal professionals regarding planning, zoning, economic development, and related matters.
- Update and education the Planning Commission on all best practices for land use planning and developments around the topics in the state
- Provide professional advice, technical assistance, support, written and oral communication regarding land use to a variety of elected and appointed officials.
- Provide staff reports to the Planning Commission and Zoning Board of Appeals for Special Use Permit Applications, Site Plan Level B Reviews, Variance Requests, Zoning Text and Map Amendments; ensure public notices for the same as required.
- Review subdivision plans in coordination with the land division officer and coordinate findings with other City departments.
- Provide proactive guidance to potential applicants for zoning permits, sign permits, and other development proposals.
- Assist with Redevelopment Ready Community Certification requirements and updates; seek various certifications for area business parks and related activities.
- Prepare and administer departmental budget and oversee all other financial aspects of the department including purchasing, overtime requests, timesheets, expense reports, and other items.
- Work with the City Planner to implement the Master Plan and other land use policies. Implement the City's Land Use Master Plan and assist with other planning efforts like flood maps, emergency planning documents, and parks and recreation master plans.
- Attendance at various meetings and events in the evening, morning, and weekends including but not limited to: City Council; Planning Commission; Zoning Board of Appeals; Downtown Development Authority; Recreation Advisory Committee; Historic District Commission; Housing Commission; and, others as assigned.
- Make such reports as the City Manager may require.
- All other duties as assigned.

Knowledge, Skills, and Abilities

- Knowledge of state and local land-use planning and economic development ordinances, regulations, and policies including court cases, pending legislation, and other best practices

- Knowledge of the site plan review and inspection process
- Experience in a supervisory capacity preferred
- Skill in public relations, marketing, and presenting to diverse audiences
- Ability to establish good working relationships with a variety of local and non-local stakeholders, regulators, residents, appointed boards, and elected officials
- Skill in using office equipment, software, computer hardware, and related tasks
- Ability to critically assess situations and solve problems and work effectively under stress, within deadlines, and changes in work priorities
- Knowledge of municipal operations as they relate to development, land-use, and growth

Minimum Qualifications

- Bachelor's Degree in urban planning, economic development, land use design, architecture, political science, business, or a related field
- Zoning Administrator Certification is highly desired
- Certifications in building and code enforcement (especially the Michigan Building Code and the International Property Maintenance Code) are desirable
- Master of Urban Planning is desirable
- At least 5 years of experience in a planning, zoning, and/or economic development capacity

Physical Requirements and Work Environment

While performing the duties of this job, the employee regularly works in an office setting with a controlled climate where they sit and work on a computer, communicate by telephone, email or in person, and move around the office. The noise level in the work environment is usually quiet. Essential functions may require walking, standing, or sitting for prolonged periods and lifting standard-sized boxes of records or election equipment. Occasionally, the incumbent is required to visit construction sites and municipal work that involves various types of weather and climate.

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Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: August 17, 2026

Presented By:

Background:

A. MPPA Capacity Construction Project

The Michigan Public Power Agency continually monitors our long-term power supply positions. Beginning in 2031, we will have a small deficiency. Without addressing this, we would be forced to buy electricity on the retail market at a higher price to deliver capacity for our customers and this is not a good plan. Two other options follow our past practice: one option is to enter contracts for generating capacity or two, join with other members to construct and own the generation. MPPA is recommending the second option of which we would be roughly 1.7% of an MPPA project. This is in active research and due diligence. Under this scenario, a natural gas generating facility would be constructed in association with one of our fellow member communities. Historically, this is how we joined Traverse City and Petoskey in constructing a waste gas generator in Kalkaska which we still own and still contributes to our energy capacity.

B. DDA TIF Update

Next week, I'll present the DDA with an updated tax increment financing plan intended to extend until 2051. Once the DDA Board considers this plan, it will come to City Council for approval. As a reminder, the TIF does not change the taxes a property owner in the DDA district pays it instead channels the taxes for most levies to the DDA. The bonds used to finance the marina and East Park will be fully repaid later this year. A renewal of the DDA TIF would permit the prospect of new bond debt to pay for downtown improvements though this is not required.

C. Sign Enforcement Question

I have included a memo of explanation from the Planning and Zoning Director in response to Council's questions on a sign ordinance violation.

D. Council Goals and Priorities

We had some discussion earlier in the summer about setting aside time for goal setting and priority planning. I would suggest one or more of the following dates be set as a work session with a final draft of these goals to be adopted on September 8 or 21.

- Wednesday, August 26
- Thursday, August 27
- Monday, August 31
- Tuesday, September 1
- Wednesday, September 2
- Thursday, September 10

I'll offer some commentary on current activities and would welcome Council to offer your goals,

objectives and priorities for the near and long-term.

E. Charter Amendment Process

The charter amendment approved by Council to modify City Council terms from 2 years to 4 years has been approved by Governor Whitmer and will appear on the November ballot. The only change in language from what Council considered was a non-substantive change to clarify that no Council member's term will be extended without voter consent.

F. Marina Reservation System

Until now, we have been obligated to use the DNR's reservation system for Marina reservations. They are now permitting us to use other vendors though the rules on reservations and slip uses are not changing. We are issuing an RFP for this to see if we can find an option that is more user friendly and/or less expensive. We'll report results when received.

Recommendation:

Attachments:

1. Planning Commission Regular Meeting Minutes 07/13/2026
2. MEMO sign violation

City of Charlevoix
Planning Commission Regular Meeting Minutes
Monday, July 13, 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: Shelley Boehmer, Christine Galbreath, Kristin Jones, Maureen Radke
Members Absent: Scott Beatty
Staff Present: Jonathan Scheel, Director of Planning and Zoning

C. Inquiry into Potential Conflicts of Interest

None.

D. Approval of Agenda

Chair Muladore questioned if they were supposed to have a public hearing on changes to the parking ordinance and Director Scheel stated the public hearing will be advertised for the August meeting.

Motion by Member Boehmer, seconded by Member Galbreath to approve the agenda as presented.

Motion carried by unanimous voice vote.

E. Approval of the Minutes

1. June 8, 2026, Planning Commission Regular Meeting Minutes

Member Galbreath stated a change was needed in the first sentence on page 4, under the Zoning Administrator's Report to reflect Member Jones not Member Galbreath regarding the Andy's Party Store sign.

Member Boehmer stated a correction was needed on page 3. The last paragraph should read: Member Jones stated that she was grateful for the participation and for the audience's comments.

Motion by Member Jones, seconded by Member Boehmer to approve the minutes of June 8, 2026, as amended.

Motion carried by unanimous voice vote.

F. Call for Public Comment Not Related to Agenda Items

None.

G. New Business

1. Site Plan review 605 Sheridan

Director Scheel stated the Planning Commission had a couple of preliminary meetings regarding

this project and the final plan was before them for a 21-unit subdivision that is partially in the City and partially in Charlevoix Township. The Commission would only be approving the 9 units in the City, but should review how the entire subdivision as shown will impact the City. Mr. Scheel further reviewed details of the proposed subdivision and Master Plan considerations.

John Kurtz, applicant, provided a brief history and purpose of the project. Mr. Kurtz stated this was a two-phased project and the City portion of 9 units would be first, including two duplexes with four (4) units and five (5) single family homes. Mr. Kurtz stated he was applying for brownfield funding, which would allow people who live in the subdivision to have income up to 125% of the County's median income. The housing restrictions require the residents to live on the property 10 months of the year and the person who lives in one of the units has to be employed in Antrim, Charlevoix or Emmet Counties. Mr. Kurtz responded to questions from Commission Members.

Mr. Kurtz stated the project would not include streetlights or sidewalks. General discussion followed regarding sidewalks and other projects within the City that did or did not have sidewalks. Mr. Kurtz stated that his concern was to keep the housing prices down so that it fits the average median income in the County. Director Scheel asked Mr. Kurtz to obtain a cost estimate for including sidewalks for at least the nine (9) units proposed within the City, and Director Scheel stated he would look at any potential grant funding options for sidewalks.

Sherm Chamberlain expressed that he does not believe the project requires sidewalks. He lives on East Lincoln Street, which has no sidewalks, and has not experienced any safety issues with his grandchildren playing outside in his neighborhood.

Director Scheel reviewed in detail information required for a Level B site plan review. Mr. Scheel read the Standards for Site Plan Approval (Zoning Ordinance, Section 153.235 Submittal Requirements) including recommended findings of fact as prepared by staff.

The following item was changed to read as follows:

C. The Planning Commission finds that the proposal adds no hazards to adjacent properties. This is a single-family/duplex home development. The plan shows three (3) curb cuts for one private road and two driveways off of Sheridan Street.

Director Scheel stated the wording under landscaping would be changed to read: Development must meet the City of Charlevoix Landscaping not the Shade Tree Ordinance Standards.

Member Galbreath stated her concerns about the need for sidewalks given the Swanson site across from this property and the heavy equipment used on their site. Director Scheel stated there was a potential argument for the need for sidewalks, and they needed to know the cost of sidewalks. He stated that the City and the developer need to work together to address the safety concerns. Member Galbreath advocated for a public/private partnership to construct sidewalks on Sheridan, and she referenced the large public park that is just south of this development.

Motion by Member Radke, seconded by Member Jones to approve Project 2026-1 SPA with conditions, based upon specific Findings of Fact that prove the Project does meet the review standards in Section 153.237 Standards for Site Plan Approval.

Conditions:

1. Meet all standards of the City's stormwater ordinance with no stormwater leaving the site.
2. Meet all standards of the City's lighting ordinance.
3. Meet all standards of the landscaping ordinance.
4. Provide fire hydrants as required by Charlevoix Fire Department.
5. Applicant will work with the City Planner concerning possible additional funds to build sidewalks along the private road.
6. Review of condominium documents (Master Deed) by the Zoning Administrator and City Attorney if needed to include: Incorporation of approved provisions in Master Deed. All provisions of a final site condominium development plan which are approved by the Planning Commission, as provided by this section, shall be incorporated in the Master Deed for the site condominium project.

Yeas: Galbreath, Jones, Radke, Boehmer, Muladore

Nays: None

Absent: Beatty

Motion carried.

H. Old Business

1. Data Center Ordinance

Director Scheel reported that the Commission requested his consultation with the City Attorney regarding the Planning Commission's approach to data center regulations. He conveyed Scott Howard, City Attorney's viewpoint that Mr. Boal's theory, which suggests excluding data centers from the City zoning ordinance, exposes the City to potential lawsuits. While there may be validity to the argument that large hyperscaler data centers do not satisfy "local needs" as outlined in the Michigan Zoning Act, much of Mr. Boal's theory is specific to the Saline project. The City Attorney concurred, indicating that there could be a justified need for a small data center that addresses local demand, thus conflicting with the State Planning Act.

Director Scheel concluded by summarizing prior discussions of the Commission regarding data centers and expressed his intention to further investigate the City's specific regulatory requirements. After general discussion about data centers, the Commission concurred to discuss the issue again next month.

I. Staff Updates

1. Zoning Administrator Report

Director Scheel stated that nothing major was happening as far as zoning permits. He reported that there is an interested party looking at the 14 acres on Sheridan next to Mr. Kurtz's project.

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

Chair Muladore announced that the parking ordinance public hearing will be included in the August meeting agenda, along with an update on data center research.

Director Scheel requested feedback from Commission Members on discussion points and proposed changes to the Master Plan.

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

Chair Muladore adjourned the meeting at 7:45 p.m.

Sarah J. Dvoracek/fgm City Clerk

Jennifer Muladore Chair



MEMO

August 10, 2026

To: City Manager

From: Jonathan Scheel, Director of Planning and Zoning

RE: Sign violation 1411 Bridge Street

I have been asked to document my process of enforcing the zoning ordinance on a nonconforming wall sign at 1411 Bridge Street.

- The sign in question was installed without a permit at the end of a very long construction project.
- A wall sign in the General Commercial Zone District can be a maximum of 30 square feet. The sign per the ordinance definition was 86 square feet. The ordinance reads:
Computation of sign face area.
(1) The sign face area of a sign shall be computed by including the entire area within a single, continuous perimeter of a circle, triangle, rectangle or parallelogram enclosing the extreme limits of the writing, representation, emblem or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework or bracing that is clearly incidental to the display itself.

While the installation of the sign without a permit is a violation, I think it's important to understand how I interpret the painted red area of the building as not the sign based on the ordinance. The area is the majority of the wall, not just a background for the sign. It does accentuate the sign with the color differential, but I don't see it as part of the sign. Once the font size meets our square footage it will be even less pronounced as being perceived as part of the sign.

If there is a desire to have a more limited definition of a sign like this, I'd be happy to work on language to modify the ordinance for signs going forward.

- An illegal sign was reported to the owners, who contacted the contractor. After confirming the lack of a sign permit, the owners agreed to replace the sign, but later argued that other signs on Bridge Street were also non-compliant.
- I agreed to have the largest part of the sign come down that day (PARTY STORE) and the rest could stay up as long as they are actively getting a new compliant sign. At this point 54 square feet remained.
- I agreed to the temporary respite because of being a brand-new business, peak season and their obvious lack of money to purchase a sign. The zoning ordinance also allows temporary signs that would have been larger than a legal wall sign.
- I was called by a sign company representative a week later asking relevant questions on producing a legal wall sign; I consider this to be reasonable progress toward compliance.
- I called the sign company back asking for a progress report. He told me the sign was put on hold.



- I contacted the owner and demanded the sign be made compliant.
- August 7th, I issued a civil infraction notice. The sign came down within 24 hours of the citation.
- My enforcement method is to get the best possible outcome for the city and the property owners, to be equitable and fair. The length of time of any enforcement action is not set in stone; all actions are dependent on individual circumstances and not a set time period.
- As of today August 10, 2026, the wall sign at 1411 Bridge Street is in compliance with the City of Charlevoix Zoning Ordinance

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: August 17, 2026

Presented By:

Background:

Recommendation:

Attachments:

None