



**AGENDA**  
**CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING**  
**Monday, April 18, 2022- 6:00 PM**  
**Council Chambers, 210 State Street, Charlevoix, MI**

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**1. Pledge of Allegiance**

**2. Roll Call**

**3. Presentations**

- A. Mayoral Proclamation for Arbor Day
- B. Spring Recreation Department Update  
Kent Knorr, Recreation Director

**4. Inquiry Regarding Conflicts of Interest**

**5. Consent Agenda**

- A. City Council Meeting Minutes - April 4, 2022
- B. Accounts Payable and Payroll Check Registers
- C. Use of Bridge Park for Charlevoix Marathon
- D. Approval of 2022 Restroom Cleaning Proposal
- E. Michigan Beach Concession RFP

**6. Public Hearings and Actions Requiring Public Hearings**

- A. Ordinance to Amend Ward Boundaries  
Sarah J. Dvoracek, City Clerk

**7. All Other Actions and Requests**

- A. Airport Terminal Interior Painting  
Matthew Wyman, Airport Manager
- B. Skate Park Operational Hours and Admission Fee Consideration  
Kent Knorr, Recreation Director
- C. Visitor Center Gathering Space  
Lindsey Dotson, Main Street DDA Executive Director
- D. Draft Revised Donation Acceptance Policy  
Mark L. 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](mailto:clerk@charlevoixmi.gov). A 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodations requests.

# CHARLEVOIX CITY COUNCIL

## Presentations

**TITLE:** Mayoral Proclamation for Arbor Day

**DATE:** April 18, 2022

### **ATTACHMENTS:**

▯ Proclamation



## MAYORAL PROCLAMATION

**WHEREAS,** in 2021 the City planted, pruned and encouraged our citizens to care for our street trees and encouraged citizens to participate in our Adopt-A-Tree program; and

**WHEREAS,** in 2021 the City was once again certified as a “Tree City USA\*” for the thirtieth time; and

**WHEREAS,** the City has met the four standards necessary to become a Tree City USA Community;

**NOW THEREFORE, I, AARON HAGEN, DEPUTY MAYOR OF THE CITY OF CHARLEVOIX,** do hereby support the observance and celebration of National Arbor Day on April 29, 2022 and Earth Day on April 22, 2022; and

**FURTHERMORE,** that the City of Charlevoix is a Green Community and supports the continuing certification efforts as a Tree City USA; and

**FINALLY,** I encourage all residents to continue planting and protecting the young City trees adjoining their properties.

Given under my hand this 18<sup>th</sup> day of April 2022.

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Aaron Hagen, Deputy Mayor

*\* Tree City USA is a nationwide awards program sponsored by the Arbor Day Foundation, supported by the USDA Forestry Service and the National Association of State Foresters including our own Michigan foresters.*



# CHARLEVOIX CITY COUNCIL

## **Presentations**

**TITLE:** Spring Recreation Department Update

**DATE:** April 18, 2022

**PRESENTED BY:** Kent Knorr, Recreation Director

### **BACKGROUND:**

All aspects of recreation continue to thrive in as we enter our "busy" season. Usage and demand that we saw increase over the past couple of years does not seem to be diminishing. Coming off a successful winter, we anticipate lots of participation in our spring and summer programs. We look forward to sharing what we have planned and some of our wonderful recent achievements.

# CHARLEVOIX CITY COUNCIL

## Consent Agenda

**TITLE:** City Council Meeting Minutes - April 4, 2022

**DATE:** April 18, 2022

**RECOMMENDATION:**

Motion to approve the minutes.

**ATTACHMENTS:**

- ▣ Draft Council Minutes

**CITY OF CHARLEVOIX**  
**REGULAR CITY COUNCIL MEETING MINUTES**  
**Monday, April 4, 2022– 6:00 p.m.**  
210 State Street, Charlevoix, MI 49720

The meeting was called to order at 6:00 p.m. by Mayor Kurtz.

**1. Pledge of Allegiance**

**2. Roll Call**

Mayor:	Luther Kurtz
Members Present:	Aaron Hagen, Janet Kalbfell, Mark Knapp, Phil Parr, Richard Spring
Members Absent:	Greg Bryan
City Manager:	Mark L. Heydlauff
City Clerk:	Sarah J. Dvoracek

**3. Presentations**

A. Mayor Proclamation

Mayor Kurtz read a proclamation declaring April as Sexual Assault Awareness Month in the City.

B. Assessing Department Annual Report

Joe Lavender, City Assessor provided a brief overview of the major goals of the Assessing Department and the highlights of his annual report.

C. Government for Tomorrow

Liam Dreyer, Founder and CEO of Government for Tomorrow explained the organization's mission is to work with cities and schools to create student board positions in local government. Mr. Dreyer stated that his organization is receiving national recognition for its efforts, and he thanked City Council for their support in being one of the first municipalities allowing student members to serve on some of their boards and commissions.

**4. Inquiry Regarding Conflicts of Interest**

Council Member Kalbfell recused herself from item 5A. Little Traverse Charters, LLC Commercial Slip Lease. Council Member Kalbfell stepped down from the dais.

**5. Actions Laid Upon the Table**

A. Little Traverse Charters, LLC Commercial Slip Lease

City Attorney Scott Howard stated that discussions are continuing, and he recommends Council approve the Lease Termination Agreement and request that Little Traverse Charters, LLC sign the agreement voluntarily within thirty (30) days.

Mayor Kurtz opened the item to public comment, and none were heard.

Motion by Parr, seconded by Spring to authorize the Mayor to sign a Lease Termination Agreement with Little Traverse Charters, LLC and forward to them for consideration. **Motion carried unanimously by voice vote.** Council Member Kalbfell returned to the dais.

**6. Consent Agenda**

All items listed under Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

A. City Council Meeting Minutes – March 21, 2022

B. Accounts Payable and Payroll Check Registers

- a. Special Accounts Payable Run–March 22, 2022 **(\$61,276.05)**
- b. Payroll (net pay)–April 1, 2022 **(\$106,529.69)**
- c. Payroll Transmittal Checks–April 1, 2022 **(\$5,240.90)**
- d. Regular Accounts Payable–April 5, 2022 **(\$115,145.17)**
- e. ACH/WIRE Payments–March 21, 2022 through April 1, 2022 **(\$906,484.44)**

Mayor Kurtz opened the item to public comment, and none were heard.

Council Member Knapp stated in the March 21, 2022 minutes, under Section 4. Inquiry Regarding Conflicts of Interest, it states, "Council Member Knapp recused himself from item 7B. Marina Commercial Dock RFP" when in fact he recused himself from 7D. Proposed Donation of Landscaping.

Motion by Hagen, seconded by Kalbfell to approve the Consent Agenda and the amendment to the minutes.

Yeas: Parr, Spring, Knapp, Kalbfell, Hagen

Nays: None

Absent: Bryan

**Motion carried.**

## 7. Public Hearings & Actions Requiring Public Hearings

### A. Public Hearing: Ordinance to Amend Ward Boundaries

The entire Council must be present to vote on an amendment to the ordinance therefore no action was taken.

## 8. All Other Actions & Requests

### A. Lake Charlevoix Mariners License and Storage

Kent Knorr, Recreation Director stated that Lake Charlevoix Mariners' sailing instruction program is very successful. Lake Charlevoix Mariners have partnered with the City for many years, and both agreements are renewal agreements for a period of five (5) years. Lynn Smolenyak, Treasurer from Lake Charlevoix Mariners, Inc. gave a brief overview of the sailing programs and thanked Council for their past and future support.

Mayor Kurtz opened the item to public comment, and one was heard.

Motion by Spring, seconded by Knapp to approve the agreements with Lake Charlevoix Mariners, Inc. as presented and authorize the Mayor and City Clerk to sign all necessary agreements. **Motion carried unanimously by voice vote.**

### B. Discussion of Paid Parking

Discussion was held. Council provided City Manager Heydlauff with the following direction for the future of expanding paid parking: the plan must be conscious of business staff/employees, consider a resident parking pass program, must define a resident, include more signage for how to use parking app, and consider the number of kiosks needed.

Mayor Kurtz opened the item to public comment, and two were heard. No action was taken.

### C. Mayoral Appointment: Downtown Development Authority Board

Mayor Kurtz nominated Liam Dreyer to the voting position on the Downtown Development Authority Board. Discussion was held.

Mayor Kurtz opened the item to public comment, and two were heard.

Motion by Spring, seconded by Hagen to confirm the nomination of Liam Dreyer for a term on the Downtown Development Authority Board which will expire in April of 2026.

Yeas: Parr, Spring, Knapp, Hagen

Nays: Kalbfell

Absent: Bryan

**Motion carried.**

## 9. Reports & Communications

### A. Public Comments

- Lyle Gennett stated the portion of pier walkway that is currently damaged has always been an issue and it should be removed, he is concerned about the boulders once the steel is removed.

### B. City Manager Comments

- The \$25,000 grant the City is receiving from the Army Corps is for a safety inspection of the pier walkway however funds most likely will be directed toward other maintenance.
- He will be attending meetings in the future regarding the Super Fund Project.
- There will be a Redevelopment Ready Community meeting in Boyne City on April 11, 2022, if anyone is interested in attending please let him know.
- Karen Golovich's Celebration of Life will take place on April 9, 2022 at 11 am.

### C. Mayor & Council Comments

- Council collectively thanked everyone for attending the meeting.

**10 Other Council Business**

**11. Adjourn**

Mayor Kurtz adjourned the meeting at 7:21 p.m.

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Sarah J. Dvoracek

City Clerk

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Luther Kurtz

Mayor

DRAFT

**SPECIAL ACCOUNTS PAYABLE RUN 3/22/2022**

AT&T	\$1,529.30
AT&T MOBILITY	\$757.90
CHARLEVOIX STATE BANK	\$5,700.34
CHARLEVOIX TOWNSHIP TREASURER	\$160.63
CHARTER COMMUNICATIONS OPERATING LLC	\$923.67
DELTA DENTAL	\$3,404.63
EQUITABLE FINANCIAL LIFE INSURANCE	\$396.49
GREAT LAKES ENERGY	\$378.13
PRIORITY HEALTH	\$44,504.81
RANGE TELECOMMUNICATIONS	\$191.00
STANDARD INSURANCE CO	\$2,575.30
TELNET WORLDWIDE	\$205.42
VSP INSURANCE CO. (CT)	\$548.43
<b>TOTAL</b>	<b>\$61,276.05</b>

**PAYROLL (NET PAY) 4/1/2022**

KURTZ, LUTHER J.	\$1,105.89
HAGEN, AARON W.	\$928.12
KALBFELL, JANET P.	\$893.48
BRYAN JR, GREGORY T.	\$643.12
PARR, PHILIP M.	\$544.01
KNAPP, MARK D.	\$499.96
SPRING, RICHARD C.	\$466.92
FLANDERS, FRANCIS B.	\$176.20
BRYAN, BRENDA L.	\$46.17
HEYDLAUFF, MARK L.	\$3,357.94
DVORACEK, SARAH J.	\$2,244.03
DEROSIA, PATRICIA E.	\$921.43
DOTSON, LINDSEY J.	\$1,386.42
KLOOSTER, ALIDA K.	\$2,198.52
GOLOVICH, KAREN J.	\$5,286.59
BARNEVELD, RICHELLE L.	\$1,224.04
SCHULZ, GINNY L.	\$1,464.53
MILLER, FAITH G.	\$40.73
MCGINN, KELLY A.	\$2,154.13
DOAN, GERARD P.	\$2,432.49
SCHOLEY, ROBERT W.	\$1,895.45
UMULIS, MATTHEW T.	\$1,201.27
ORBAN, BARBARA K.	\$1,123.48
RILEY, DENISE M.	\$454.46
MUNK, CHRISTOPHER J.	\$1,261.22
SCHICK, TIELER R.	\$1,418.16
STEWART, MORGAN J.	\$1,695.86
YOUNG, KRISTEN L.	\$1,867.26
WURST, RANDALL W.	\$1,359.21
HILLING, NICHOLAS A.	\$1,538.30

**PAYROLL (NET PAY) 4/1/2022 (CONT)**

MEIER III, CHARLES A.	\$1,559.00
ZACHARIAS, STEVEN B.	\$1,857.66
NEWMAN, MARK J.	\$1,576.46
LOUGHMILLER, JOHN A.	\$1,550.98
GRIFFITH, JOHN J.	\$2,998.09
EATON, BRAD A.	\$2,686.57
WILSON, TIMOTHY J.	\$3,201.36
LAVOIE, RICHARD L.	\$2,022.23
STEVENS, BRANDON C.	\$2,803.91
DRAVES, MARTIN J.	\$2,329.41
ANDERSON, ELIZABETH A.	\$1,338.42
KENWABIKISE, DAVID L.	\$1,184.64
ELLIOTT, PATRICK M.	\$3,083.00
SCHWARTZFISHER, JOSEPH L.	\$1,330.18
BRADLEY, KELLY R.	\$1,697.51
HART II, DELBERT W.	\$1,723.75
JONES, ROBERT F.	\$1,341.40
FARRELL, MITCHELL L.	\$1,659.26
THORP JR, WILLIAM D.	\$1,443.80
LEITNER, RYAN S.	\$1,463.11
FERGUSON, ROYCE L.	\$2,182.79
KNORR, KENT J.	\$2,026.00
ANZELL, BETH A.	\$1,367.26
WASHBURNE, MICHAEL J.	\$87.04
BOSS, SHERRY M.	\$138.47
MCDERMOTT, DENNIS J.	\$859.11
PORATH, JACOB P.	\$124.62
HAGEN, MADISON L.	\$65.28
KUPPE II, KENNETH N.	\$123.34
JOY, ANNE E.	\$308.00
MATTACK, JEFFREY C.	\$533.04
HILLIGAN, ABIGAIL B.	\$96.25
MAY, MEREDITH A.	\$93.72
PEARSALL, KRISTA M.	\$88.10
WELLS, JANINNA J.	\$62.28
BOSS, BEAU J.	\$1,537.64
BEMIS, GARRETTSON G.	\$117.33
COFFEY, JASON J.	\$953.52
GILL, DAVID R.	\$698.41
LIVINGSTON, BRIAN D.	\$1,415.66
WYMAN, MATTHEW A.	\$1,759.69
MILLER, WILLIAM S.	\$1,461.55
DOUGLAS, MARK	\$1,018.31
MCCRANEY, RUSSELL R.	\$1,167.07
FRATRICK, JOSEPH W.	\$517.84

**PAYROLL (NET PAY) 4/1/2022 (CONT)**

PAALMAN, STEPHEN J.	\$84.58
TIMMS, ROBERT N	\$184.70
WHITLEY, ANDREW T.	\$2,556.44
MORRISON, KEVIN P.	\$1,559.05
BOSS JR, DALE E.	\$1,296.79
MATTER, DAWSON K.	\$22.65
HOLM, ARTHUR R.	\$1,263.77
WILLSON, BRENDA R.	\$79.26
<b>TOTAL</b>	<b>\$106,529.69</b>

**PAYROLL TRANSMITTAL 4/1/2022**

4FRONT CREDIT UNION	\$885.00
AMERICAN FAMILY LIFE	\$504.97
CALIFORNIA STATE DISBURSEMENT UNIT	\$92.19
CHARLEVOIX STATE BANK	\$890.00
COMMUNICATION WORKERS OF AMER	\$677.11
EQUITABLE FINANCIAL LIFE INSURANCE	\$354.85
MI STATE DISBURSEMENT UNIT	\$116.55
POLICE OFFICERS LABOR COUNCIL	\$251.25
PRIORITY HEALTH	\$1,468.98
<b>TOTAL</b>	<b>\$5,240.90</b>

**ACH/WIRE PAYMENTS 3/21/2022-4/1/2022**

MI PUBLIC POWER AGENCY	\$ 35,617.86
US BANK BOND CONTROL (WWTP)	\$ 513,682.03
ENTERPRISE FM TRUST (FLEET LEASE)	\$ 1,285.32
MI PUBLIC POWER AGENCY	\$ 252,027.91
MI PUBLIC POWER AGENCY	\$ 37,398.34
IRS (PAYROLL TAX DEPOSIT)	\$ 38,631.36
ALERUS FINANCIAL (HCSP)	\$ 350.00
STATE OF MICHIGAN (W/H TAX)	\$ 5,608.61
VANTAGEPOINT (401 PLAN)	\$ 957.68
VANTAGEPOINT (457 PLAN)	\$ 19,794.57
VANTAGEPOINT (ROTH IRA)	\$ 1,130.76
<b>TOTAL \$</b>	<b>906,484.44</b>

**REGULAR ACCOUNTS PAYABLE 4/1/2022**

ACCESS LOCKSMITHING INC	\$415.00
AIRGAS USA LLC	\$84.86
AMAZON CAPITAL SERVICES	\$156.08
AMERICAN LEGAL PUBLISHING CORP	\$10.00
ANDERSON, ELIZABETH A.	\$50.00
ANZELL, BETH A.	\$50.00
APPLIED HANDLING INC	\$589.00
AT YOUR SERVICE PLUS INC	\$250.00
ATLAS ELECTRIC INC	\$130.00
BAKER VEHICLE SYSTEMS INC	\$90.13
BEAVER ISLAND BOAT CO	\$4,394.42
BECKETT & RAEDER	\$543.78
BOSS, BEAU	\$225.00
BRADLEY, KELLY R.	\$150.00
CENTRAL DRUG STORE	\$107.55
CHARLEVOIX SCREEN MASTERS INC	\$1,977.78
CHEMICAL SYSTEMS INC.	\$3,936.00
CINTAS CORPORATION	\$151.44
CIVICPLUS	\$9,090.00
CROSS CUT CONCRETE CUTTING	\$300.00
CUMMINS SALES AND SERVICE	\$862.48
DELL MARKETING LP	\$1,100.49
DeROSIA, PATRICIA E.	\$50.00
DOAN, GERARD P.	\$50.00
DORAN, JUSTIN J.	\$50.00
DOTSON, LINDSEY J.	\$50.00
DRAVES, MARTIN J.	\$150.00
DRENTH, DOUGLAS A	\$50.00
DVORACEK, SARAH	\$50.00
EATON, BRAD A.	\$150.00
ELLIOTT, PATRICK M.	\$484.82
ELLSWORTH FARMERS EXCHANGE	\$2,054.08
ETNA SUPPLY	\$7,310.00
FARRELL, MITCHELL L.	\$150.00
FASTENAL COMPANY	\$45.45
FERGUSON, ROYCE L	\$150.00
FREEDOM MAILING SERVICES INC	\$2,373.60
GATEHOUSE MEDIA MICHIGAN HOLDINGS	\$697.54
GOVERNMENTAL PRODUCTS INC	\$420.45
GRAINGER	\$151.00
GRIFFITH, JOHN J	\$305.30
GRP ENGINEERING INC	\$1,655.00
HACH COMPANY	\$448.56
HART II, DELBERT W.	\$150.00

**REGULAR ACCOUNTS PAYABLE 4/1/2022 (CONT)**

HERZOG ELECTRIC	\$203.91
HEYDLAUFF, MARK L.	\$50.00
HILLING, NICHOLAS A.	\$200.00
JOHN E GREEN COMPANY	\$974.67
JONES, ROBERT F.	\$150.00
KENWABIKISE, DAVID L.	\$150.00
KLOOSTER, ALIDA K.	\$50.00
KNORR, KENT J.	\$151.14
KSS ENTERPRISES	\$414.27
LASER PRINTER TECHNOLOGIES	\$92.06
LAVOIE, RICHARD L.	\$150.00
LEITNER, RYAN S.	\$150.00
LITTLE TRAVERSE DISPOSAL LLC	\$975.50
LIVINGSTON, BRIAN D.	\$50.00
LOUGHMILLER, JOHN A.	\$150.00
MACGREGOR PLUMBING & HEATING INC	\$1,949.00
MCDERMOTT, DENNIS J.	\$50.00
McGINN, KELLY A.	\$50.00
MCLEAN ENGINEERING CO INC	\$247.50
MEIER III, CHARLES A.	\$150.00
MICHIGAN MUNICIPAL LEAGUE	\$321.52
MILLER, WILLIAM S.	\$50.00
MORRISON, KEVIN P.	\$150.00
MUSTAFA, KIM	\$237.65
MYNORTH MEDIA	\$350.00
NEWMAN, MARK J.	\$150.00
NMACP	\$75.00
NORTHERN FORGE AND FABRICATION	\$1,760.92
NORTHERN MICHIGAN LAW ENFORCEMENT	\$150.00
NW MI COG	\$24,832.50
OHM ADVISORS	\$2,077.00
PENCHURA LLC	\$17,067.00
POWER LINE SUPPLY	\$5,807.81
POWER SYSTEM ENGINEERING INC	\$2,135.50
RESOLUTION G2 LLC	\$4,484.50
SCHOLEY, ROBERT W.	\$50.00
SCHWARTZFISHER, JOSEPH L.	\$150.00
SPARTAN DISTRIBUTORS INC	\$82.41
SPARTAN STORES LLC	\$49.49
STEVENS, BRANDON C.	\$150.00
THORP JR, WILLIAM D.	\$150.00
UNIFIRST CORPORATION	\$813.16
UNIVERSAL CREDIT SERVICES INC	\$10.00
UP NORTH ASSESSING INC	\$5,200.00

**REGULAR ACCOUNTS PAYABLE 4/1/2022 (CONT)**

VILLAGE GRAPHICS INC	\$72.85
WHITLEY, ANDREW T.	\$150.00
WILSON, TIMOTHY J.	\$150.00
WURST, RANDALL W.	\$200.00
WYMAN, MATTHEW A.	\$50.00
YOUNG, KRISTEN L.	\$50.00
ZACHARIAS, STEVEN B.	\$150.00
<b>TOTAL</b>	<b>\$115,145.17</b>



# **CHARLEVOIX CITY COUNCIL**

## **Consent Agenda**

**TITLE:** Accounts Payable and Payroll Check Registers

**DATE:** April 18, 2022

### **ATTACHMENTS:**

- ▣ Accounts Payable and Payroll Check Registers

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/09/2022	04/14/2022	136222	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	935.00
04/09/2022	04/14/2022	136223	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
04/09/2022	04/14/2022	136223	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	418.07
04/09/2022	04/14/2022	136224	CALIFORNIA STATE DISB	9033	Remittance ID 200000001923773	92.19
04/09/2022	04/14/2022	136225	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	890.00
04/09/2022	04/14/2022	136226	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	678.21
04/09/2022	04/14/2022	136227	EQUITABLE FINANCIAL LI	9010	LIFE - VOLUNTARY Pay Period:	254.13
04/09/2022	04/14/2022	136227	EQUITABLE FINANCIAL LI	9010	SPOUSE LIFE Pay Period: 4/9/2	46.04
04/09/2022	04/14/2022	136227	EQUITABLE FINANCIAL LI	9010	CHILD LIFE Pay Period: 4/9/202	4.40
04/09/2022	04/14/2022	136227	EQUITABLE FINANCIAL LI	9010	AD&D - VOLUNTARY Pay Period	36.67
04/09/2022	04/14/2022	136227	EQUITABLE FINANCIAL LI	9010	SPOUSE AD&D Pay Period: 4/9/	10.28
04/09/2022	04/14/2022	136227	EQUITABLE FINANCIAL LI	9010	CHILD AD&D Pay Period: 4/9/20	3.33
04/09/2022	04/14/2022	136228	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
04/09/2022	04/14/2022	136229	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,468.98
Grand Totals:						14 5,040.75

dm

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

04/14/22 Payroll Transmittal Checks	\$ 5,040.75
04/14/22 Payroll (net pay)	\$ 94,045.27
04/19/22 Regular Accounts Payable	\$ 135,357.73
<b>Checks Sub-Total:</b>	<b>\$ 234,443.75</b>

### HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

04/04/22 MI Public Power Agency	\$ 33,388.58
04/04/22 AMG Payment Solutions	\$ 24.99
04/04/22 Payment Service Network Inc.	\$ 264.25
04/07/22 DTE Energy	\$ 9,010.68
04/07/22 State of MI (Sales Tax)	\$ 20,651.58
04/11/22 MI Public Power Agency	\$ 38,555.95
04/14/22 IRS (Payroll Tax Deposit)	\$ 34,584.65
04/14/22 Alerus Financial (HCSP)	\$ 350.00
04/14/22 State of MI (Withholding Tax)	\$ 5,077.30
04/14/22 Vantagepoint (401 Plan)	\$ 957.68
04/14/22 Vantagepoint (457 Plan)	\$ 20,017.78
04/14/22 Vantagepoint (Roth IRA)	\$ 1,055.76
<b>ACH Sub-Total:</b>	<b>\$ 163,939.20</b>

Huntington National Bank Total: \$ 398,382.95

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

04/19/22 Tax Disbursement	\$ 6,571.51
<b>Charlevoix State Bank Total:</b>	<b>\$ 6,571.51</b>

Grand Total: \$ 404,954.46

APPROVED:

  
CITY MANAGER

  
CITY TREASURER

  
CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/09/2022	PC	04/14/2022	35059	HEYDLAUFF, MARK L.	102		3,069.50
04/09/2022	PC	04/14/2022	35060	DVORACEK, SARAH J.	105		2,277.47
04/09/2022	PC	04/14/2022	35061	DEROSIA, PATRICIA E.	107		1,031.75
04/09/2022	PC	04/14/2022	35062	DOTSON, LINDSEY J.	109		1,401.54
04/09/2022	PC	04/14/2022	35063	KLOOSTER, ALIDA K.	121		1,819.89
04/09/2022	PC	04/14/2022	35064	BARNEVELD, RICHELLE	123		1,352.60
04/09/2022	PC	04/14/2022	35065	SCHULZ, GINNY L.	125		1,490.05
04/09/2022	PC	04/14/2022	35066	MILLER, FAITH G.	142		38.17
04/09/2022	PC	04/14/2022	35067	MCGINN, KELLY A.	146		1,732.33
04/09/2022	PC	04/14/2022	35068	DOAN, GERARD P.	201		2,478.45
04/09/2022	PC	04/14/2022	35069	SCHOLEY, ROBERT W.	204		1,896.63
04/09/2022	PC	04/14/2022	35070	UMULIS, MATTHEW T.	205		1,274.08
04/09/2022	PC	04/14/2022	35071	ORBAN, BARBARA K.	209		1,148.75
04/09/2022	PC	04/14/2022	35072	RILEY, DENISE M.	213		466.86
04/09/2022	PC	04/14/2022	35073	MUNK, CHRISTOPHER J.	215		1,338.24
04/09/2022	PC	04/14/2022	35074	SCHICK, TIELER R.	216		1,436.80
04/09/2022	PC	04/14/2022	35075	STEWART, MORGAN J.	217		1,741.67
04/09/2022	PC	04/14/2022	35076	YOUNG, KRISTEN L.	230		1,463.17
04/09/2022	PC	04/14/2022	35077	WURST, RANDALL W.	411		1,826.76
04/09/2022	PC	04/14/2022	35078	HILLING, NICHOLAS A.	413		1,545.91
04/09/2022	PC	04/14/2022	35079	MEIER III, CHARLES A.	421		1,353.99
04/09/2022	PC	04/14/2022	35080	ZACHARIAS, STEVEN B.	422		1,677.59
04/09/2022	PC	04/14/2022	35081	NEWMAN, MARK J.	424		1,489.29
04/09/2022	PC	04/14/2022	35082	LOUGHMILLER, JOHN A.	425		1,924.05
04/09/2022	PC	04/14/2022	35083	GRIFFITH, JOHN J.	500		2,851.49
04/09/2022	PC	04/14/2022	35084	EATON, BRAD A.	515		2,345.46
04/09/2022	PC	04/14/2022	35085	WILSON, TIMOTHY J.	516		2,756.28
04/09/2022	PC	04/14/2022	35086	LAVOIE, RICHARD L.	519		337.20
04/09/2022	PC	04/14/2022	35087	STEVENS, BRANDON C.	521		2,967.21
04/09/2022	PC	04/14/2022	35088	DRAVES, MARTIN J.	523		2,631.20
04/09/2022	PC	04/14/2022	35089	ANDERSON, ELIZABETH	526		1,338.42
04/09/2022	PC	04/14/2022	35090	KENWABIKISE, DAVID L.	528		1,184.64
04/09/2022	PC	04/14/2022	35091	ELLIOTT, PATRICK M.	600		3,074.33
04/09/2022	PC	04/14/2022	35092	SCHWARTZFISHER, JOS	603		1,083.55
04/09/2022	PC	04/14/2022	35093	BRADLEY, KELLY R.	614		1,750.74
04/09/2022	PC	04/14/2022	35094	HART II, DELBERT W.	616		1,986.86
04/09/2022	PC	04/14/2022	35095	JONES, ROBERT F.	618		1,283.80
04/09/2022	PC	04/14/2022	35096	FARRELL, MITCHELL L.	622		1,778.49
04/09/2022	PC	04/14/2022	35097	THORP JR, WILLIAM D.	623		1,293.96
04/09/2022	PC	04/14/2022	35098	LEITNER, RYAN S.	624		1,589.20
04/09/2022	PC	04/14/2022	35099	FERGUSON, ROYCE L.	625		1,395.53
04/09/2022	PC	04/14/2022	35100	DORAN, JUSTIN J.	634		1,116.34
04/09/2022	PC	04/14/2022	35101	FREY, DYLAN V.	643		484.58
04/09/2022	PC	04/14/2022	35102	FINNERTY, HOLLY E.	669		199.64
04/09/2022	PC	04/14/2022	35103	CRANDELL, ZACKARY R.	691		416.32
04/09/2022	PC	04/14/2022	35104	FRANCE JR, JAMES A.	695		602.56
04/09/2022	PC	04/14/2022	35105	RABIDEAU, JACOB L.	696		277.51
04/09/2022	PC	04/14/2022	35106	KNORR, KENT J.	700		2,057.11
04/09/2022	PC	04/14/2022	35107	ANZELL, BETH A.	702		1,388.63
04/09/2022	PC	04/14/2022	35108	MAY, MEREDITH A.	771		224.11
04/09/2022	PC	04/14/2022	35109	BOSS, BEAU J.	788		794.89
04/09/2022	PC	04/14/2022	35110	COFFEY, JASON J.	798		203.83
04/09/2022	PC	04/14/2022	35111	DRENTH, DOUGLAS A.	838		356.36
04/09/2022	PC	04/14/2022	35112	GILL, DAVID R.	856		670.41
04/09/2022	PC	04/14/2022	35113	LIVINGSTON, BRIAN D.	866		1,607.06
04/09/2022	PC	04/14/2022	35114	WYMAN, MATTHEW A.	927		1,791.85
04/09/2022	PC	04/14/2022	35115	MILLER, WILLIAM S.	933		985.16

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/09/2022	PC	04/14/2022	35116	DOUGLAS, MARK	935		1,116.37
04/09/2022	PC	04/14/2022	35117	MCCRANEY, RUSSELL R.	936		1,186.65
04/09/2022	PC	04/14/2022	35118	FRATRICK, JOSEPH W.	940		357.26
04/09/2022	PC	04/14/2022	35119	PAALMAN, STEPHEN J.	942		84.58
04/09/2022	PC	04/14/2022	136211	DOAN, GERARD P.	201	License/Certification Pay	183.52
04/09/2022	PC	04/14/2022	136212	SCHOLEY, ROBERT W.	204	License/Certification Pay	175.35
04/09/2022	PC	04/14/2022	136213	UMULIS, MATTHEW T.	205	License/Certification Pay	174.81
04/09/2022	PC	04/14/2022	136214	ORBAN, BARBARA K.	209	License/Certification Pay	949.44
04/09/2022	PC	04/14/2022	136215	MUNK, CHRISTOPHER J.	215	License/Certification Pay	949.44
04/09/2022	PC	04/14/2022	136216	SCHICK, TIELER R.	216	License/Certification Pay	943.83
04/09/2022	PC	04/14/2022	136217	STEWART, MORGAN J.	217	License/Certification Pay	169.30
04/09/2022	PC	04/14/2022	136218	WHITLEY, ANDREW T.	522		2,664.08
04/09/2022	PC	04/14/2022	136219	MORRISON, KEVIN P.	601		1,646.37
04/09/2022	PC	04/14/2022	136220	BOSS JR, DALE E.	701		686.86
04/09/2022	PC	04/14/2022	136221	HOLM, ARTHUR R.	791		657.15
Grand Totals:			72				94,045.27



## Report Criteria:

Computed checks included  
 Manual checks included  
 Supplemental checks included  
 Termination checks included  
 Void checks included

Check Number	Payee	Amount
<b>04/19/2022</b>		
136136	ACE HARDWARE	2,540.83
136137	ALL-PHASE ELECTRIC SUPPLY CO	1,082.64
136138	AMAZON CAPITAL SERVICES	496.55
136139	AMERICAN LEGAL PUBLISHING CORP	1,357.47
136140	AT YOUR SERVICE PLUS INC	375.00
136141	AVFUEL CORPORATION	520.00
136142	AXON ENTERPRISE INC	80.40
136143	BONNEY, JAMES	75.00
136144	BRADY'S CARPET CLEANING INC	502.50
136145	BREWER, JOHN	1,260.00
136146	CAFE MERIA	25,000.00
136147	CARQUEST OF CHARLEVOIX	2,142.81
136148	CHAPERON, JESSICA	145.50
136149	CHARLEVOIX COUNTY EQUALIZATIO	1,553.79
136150	CHARLEVOIX SEWER & DRAIN	300.00
136151	CHARTER COMMUNICATIONS OPERA	180.97
136152	CINTAS CORPORATION	207.90
136153	CITY OF CHARLEVOIX - PETTY CASH	32.33
136154	CITY OF CHARLEVOIX - UTILITIES	41,537.91
136155	CONTRACTORS SUPPLY INC	161.70
136156	CONWAY PROFESSIONAL SERVICES	1,767.50
136157	COSENS, MARK	150.00
136158	CUMMINS SALES AND SERVICE	5,045.30
136159	DELL MARKETING LP	1,389.26
136160	DOTSON, LINDSEY J.	686.20
136161	DVORACEK, SARAH	197.20
136162	ELLSWORTH FARMERS EXCHANGE	1,319.77
136163	ETNA SUPPLY	4,246.50
136164	FAMILY FARM AND HOME	195.56
136165	GAUTHIER, STEVEN	6.56
136166	GFL ENVIRONMENTAL	57.66
136167	GORDON FOOD SERVICE	212.82
136168	GRAINGER	1,499.25
136169	GRP ENGINEERING INC	3,862.50
136170	HABEL, CHARMAIN	213.40
136171	HACH COMPANY	186.43
136172	HARDY DIAGNOSTICS	211.90
136173	HARRELL'S LLC	894.00
136174	HYDROCORP	562.50
136175	IDEXX DISTRIBUTION INC	1,217.26
136176	INSTRUMENT MANUFACTURING CO	9,089.60
136177	KSS ENTERPRISES	682.84
136178	LASER PRINTER TECHNOLOGIES	359.00
136179	LEINONEN, VALARIE	75.00
136180	LEWIS, LINDSEY	75.00
136181	MACK-GRIFFIN, CAROL	325.00
136182	MAILLOUX, TRACI	75.00
136183	MCCARDEL CULLIGAN-PETOSKEY	54.50

M = Manual Check, V = Void Check

Check Number	Payee	Amount
136184	MCCLURE, TIM	225.00
136185	MICHIGAN DOWNTOWN ASSOCIATIO	500.00
136186	MICHIGAN STATE POLICE	30.00
136187	MIGDA, BROOKE	48.50
136188	MYNORTH MEDIA	350.00
136189	NAVIA BENEFIT SOLUTIONS	50.00
136190	NCL OF WISCONSIN INC	36.66
136191	NMLIFESTYLE	2,600.00
136192	OHM ADVISORS	234.00
136193	OTEC	140.00
136194	OTIS, MARY GRACE	75.00
136195	P.I.W. CORPORATION	1,130.00
136196	POWER LINE SUPPLY	6,253.68
136197	POWERPLAN	3,876.69
136198	PREIN & NEWHOF	75.00
136199	PRO IMAGE DESIGN - PETOSKEY	501.05
136200	QUILL LLC	413.18
136201	SKEEL, AMANDA	75.00
136202	TRANSUNION RISK AND ALTERNATIV	75.00
136203	TRIPP, DAVID	300.00
136204	UNIFIRST CORPORATION	1,048.79
136205	UPPER CASE PRINTING INK.	1,209.00
136206	US BANK	500.00
136207	USABUEBOOK	588.40
136208	VILLAGE GRAPHICS INC	577.26
136209	WOJAN PLUMBING & HEATING	150.29
136210	WORK 'N PLAY SHOP	84.42
Total 04/19/2022:		135,357.73
Grand Totals:		135,357.73

Check Number	Payee	Amount
<b>04/04/2022</b>		
40422001	MICHIGAN PUBLIC POWER AGENCY	33,388.58
40422002	AMG PAYMENT SOLUTIONS	24.99
40422003	PAYMENT SERVICE NETWORK INC.	264.25
Total 04/04/2022:		33,677.82
Grand Totals:		33,677.82

Check Number	Payee	Amount
<b>04/07/2022</b>		
40722001	DTE ENERGY	9,010.68
40722002	STATE OF MICHIGAN	20,651.58
Total 04/07/2022:		29,662.26
Grand Totals:		29,662.26



Check Number	Payee	Amount
<b>04/11/2022</b>		
41122001	MICHIGAN PUBLIC POWER AGENCY	38,555.95
Total 04/11/2022:		38,555.95
Grand Totals:		38,555.95

Check Issue Date	Check Number	Payee	Amount
<b>41422001</b>			
04/14/2022	41422001	**EFTPS* Payroll Taxes	9,179.97
04/14/2022	41422001	**EFTPS* Payroll Taxes	9,179.97
04/14/2022	41422001	**EFTPS* Payroll Taxes	2,146.98
04/14/2022	41422001	**EFTPS* Payroll Taxes	2,146.98
04/14/2022	41422001	**EFTPS* Payroll Taxes	11,930.75
Total 41422001:			
	5		34,584.65
<b>41422002</b>			
04/14/2022	41422002	Alerus Financial	350.00
Total 41422002:			
	1		350.00
<b>41422003</b>			
04/14/2022	41422003	STATE OF MICHIGAN	5,077.30
Total 41422003:			
	1		5,077.30
<b>41422004</b>			
04/14/2022	41422004	Vantagepoint - 401 Plan 109153	957.68
Total 41422004:			
	1		957.68
<b>41422005</b>			
04/14/2022	41422005	Vantagepoint - 457 Plan 300959	5,545.00
04/14/2022	41422005	Vantagepoint - 457 Plan 300959	2,275.68
04/14/2022	41422005	Vantagepoint - 457 Plan 300959	4,059.83
04/14/2022	41422005	Vantagepoint - 457 Plan 300959	8,137.27
Total 41422005:			
	4		20,017.78
<b>41422006</b>			
04/14/2022	41422006	Vantagepoint - Roth IRA 706117	1,055.76
Total 41422006:			
	1		1,055.76
Grand Totals:			
	13		62,043.17



Check Number	Payee	Amount
<b>04/19/2022</b>		
3802	CHARLEVOIX COUNTY TREASURER	776.86
3803	CHARLEVOIX DISTRICT LIBRARY	204.08
3804	CHARLEVOIX PUBLIC SCHOOLS	134.29
3805	CHARLEVOIX PUBLIC SCHOOLS	235.24
3806	CHARLEVOIX PUBLIC SCHOOLS	41.72
3807	CHARLEVOIX PUBLIC SCHOOLS	49.40
3808	CHARLEVOIX-EMMET ISD	484.50
3809	CITY OF CHARLEVOIX - TAXES DUE	1,548.56
3810	LAKE CHARLEVOIX EMS AUTHORITY	179.85
3811	RECREATIONAL AUTHORITY	39.45
3812	STATE OF MICHIGAN	2,877.56
Total 04/19/2022:		6,571.51
Grand Totals:		6,571.51

**CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT**

# CHARLEVOIX CITY COUNCIL

## Consent Agenda

**TITLE:** Use of Bridge Park for Charlevoix Marathon

**DATE:** April 18, 2022

### **BACKGROUND:**

This is a big year, our year #16. We first visited to talk racing with Charlevoix officials in early spring 2006. Gerard Doan had just been appointed Police Chief and was an integral part of this event launching and its continued success. Chief Doan suggested we meet Ken Plude, the then track coach for assistance with volunteers, Jim Stewart (now deceased) of the Methodist Church on hosting a pasta dinner and Matt Peterson. We gladly accepted Gerard's advice, and everyone is still advising and helping.

Over 30,000 runners have now completed this event, across all events. All states have been represented to include Alaska and Hawaii several times. Japan, Russia, UK, Bolivia, Romania, Mexico, Canada, and other countries have all been represented. For our 10<sup>th</sup> year, we were honored by being named as one of the top 10 best small-town marathons in the country by **Runners World Magazine**. (Number 6 if you are keeping score).

As important as all that is; we are also proud to say that one of our aid stations have been serving our runners and earning money for their team all 16 years: CVX Track and Cross Country Teams and Andrew Plude all 16! The Township Firemen and The Swim Team 14 years. The Elks Lodge 13 years, Hospice, Zonta 10 years. I'm proud that all are back this year! A fun money maker for all.

Last year, because of COVID restrictions, we made some race day changes and will carry those changes into this year.

#### **Half hour earlier all events**

- 6:00am Marathon
- 6:30 half
- 7:00 10k
- 7:15 5k
- Limited congregating in Bridge Park
  - Registrations and event clothing
  - Event food will be factory bagged and follow CDC and state suggestions
  - Award presentations handed to award winners with no ceremony
  - Because of our early start the event should conclude by 1:00pm.

Running clubs from across Michigan and elsewhere repeatedly return to Charlevoix in large numbers to participate and stay with local hotels. (**Local hotels are generally sold out** in mid-January as runners like to stay close). We open registrations immediately after the race so that runners can begin planning for next year staying with the same hotels or booking the same house. Of course, the restaurants are seeing the same familiar faces! This year, the Weathervane Restaurant will host the pre-race-pasta dinner in their lower level! What a statement. This year, 2022 is shaping up to be another awesome event.

The Suffolk Family

### **RECOMMENDATION:**

Grant the Charlevoix Marathon permission to use Bridge Park June 15-18, 2022

# CHARLEVOIX CITY COUNCIL

## Consent Agenda

**TITLE:** Approval of 2022 Restroom Cleaning Proposal

**DATE:** April 18, 2022

### **BACKGROUND:**

In early March we advertised for sealed bids for the yearly service of cleaning all of the Cities public bathrooms. On March 28, 2022 we opened one sealed bid from Conway Professional Services, see attachment.

Over the last few years we have contracted with Conway Professional Services and have had great service from them with very few, if any, complaints. They have also become accustomed to our needs during our downtown events and have always had the staff available to meet those needs.

Included in the bid specification is for the City to extend this contract for an additional year if we so choose.

### **RECOMMENDATION:**

Motion to accept the bid as presented by Conway Professional Services and enter into a contract for the 2022 season.

### **ATTACHMENTS:**

- ▣ 2022 Bid Spec



**CITY OF  
CHARLEVOIX**

**Restroom Cleaning**  
Bid Opening at City Hall  
March 28, 2022 – 11:00AM

Bidder Name	Comments
Conway	See attached



**Pricing is on a per location Hr. basis – Year 2022**  
Miscellaneous Cleanings will be - \$45.00 Per location

Location:		Women	Men	Urinals
1. \$38 per location	Boat Launch	2	1	1
2. \$38 per location	Depot Beach	2	1	1
3. \$62 per location	Harbormaster	7	2	3
4. \$50 per location	Pavilion	4	1	2
5. \$44 per location	Bridge Park	Open Space		
6. \$40 per location	Ferry Beach	2	1	1
7. \$40 per location	Michigan Beach	2	1	1
8. \$60 per location	Beaver Island Boat Co.			
9. \$50 per location	Electric Plant			

Signature

Date:

3-9-22

# CHARLEVOIX CITY COUNCIL

## Consent Agenda

**TITLE:** Michigan Beach Concession RFP

**DATE:** April 18, 2022

### **BACKGROUND:**

The City of Charlevoix issued an RFP requesting proposals to provide concession operations at Michigan Beach. We received one proposal from our current vendor, Bywater Cafe, operated by Annie and Jack Russel. Annie and Jack have provided concession services with the City of Charlevoix for the previous 9 seasons. Bywater Cafe is proposing a monthly revenue payment of \$500 plus the payment of the business license to the City. They will also be responsible for required insurance.

The anticipated annual revenue payment will be \$1500.

The concessionaire will have use of City owned equipment and supplies at the facility. The Concessionaire will maintain this equipment in working order and will be responsible repair or replacement of equipment. Should equipment need to be replaced as it ages it, the concessionaire shall be responsible for replacement. At the time of replacement, the concessionaire would assume ownership of the new equipment.

### **RECOMMENDATION:**

Motion to accept the proposal from Bywater Cafe to provide concession food services at the Michigan Beach concession stand and authorize the City Manager to sign an agreement with the Vendor.

### **ATTACHMENTS:**

- ❑ Bid Tab and Proposal
- ❑ Concession RFP
- ❑ Concession Agreement





**CITY OF  
CHARLEVOIX**

**MICHIGAN BEACH CONCESSION**

Bid Opening at City Hall

APRIL 13, 2022

12 pm

Bidder Name	Comments
Bywater Cafe' LLC	\$500/month

ATTACHMENT A

**ACKNOWLEDGMENT OF CERTAIN CONDITIONS  
OF MICHIGAN BEACH CONCESSIONAIRE**

In the event of a successful award of contract, proposer acknowledges that:

1. Proposer will be able to comply with the insurance provisions of the City of Charlevoix Food Concessionaire Contract, and to timely provide a certificate of insurance.
2. He/She will have in their possession, or will obtain prior to contract commencement, a valid City of Charlevoix business license as well as all other required permit or licenses required by the State of Michigan, Charlevoix County, City of Charlevoix or any other lawful authority.
3. All staff will have a food handlers permit certification.
4. Proposer will submit monthly reports, due the 15<sup>th</sup> day of the following month, which shall indicate the amount and type of sales made.

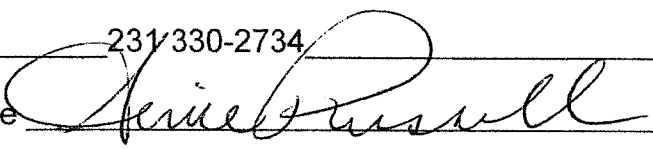
Proposer:

Business Name \_\_\_\_\_ Bywater Café LLC \_\_\_\_\_

Contact Name \_\_\_\_\_ Annie Russell \_\_\_\_\_

Address \_\_\_\_\_ 512 State St East Jordan \_\_\_\_\_

Phone# \_\_\_\_\_ 231/330-2734 \_\_\_\_\_

Signature \_\_\_\_\_  \_\_\_\_\_

Date \_\_\_\_\_ April 6, 2022 \_\_\_\_\_

Provide all food and services required by the City, including without limitation food preparation and cleanup, serving the food to patrons at the beach, in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction.

Contractor will have use of all City owned equipment and supplies at the facilities. Contractor will maintain this equipment in working order and will be responsible for replacing or repairing any equipment damaged or lost due to accident or negligence. Should this equipment need replacement as it ages out of service, the Proposer shall be responsible for replacement. At the time of replacement, the Proposer would assume ownership of the new equipment.

## VII. COMPENSATION.

Please present detailed information on the firm's proposed fee schedule for the use of the Michigan Beach concession stand. If selected, proposer shall pay the City the following for the term of the Agreement:

(a) Sale of food and beverages - Percentage of Gross Revenue\*  
\_\_\_\_\_ % of gross revenue - Minimum 10%

*\*"Gross Revenue" is defined as all sales of all food and beverage or other merchandise, less sales tax. Deductions for client non-payments or bad-debt expenses are not allowed.*

OR

(b) To be suggested by the Proposer: \$ 500 per month

## Michigan Beach Concession Proposal for City of Charlevoix

April 6, 2022

Dear Council Members and Interested Parties:

Bywater Café, LLC is submitting a proposal to continue its lease and running of the concession at Michigan Beach per the RFP.

Annie Russell is the owner/operator of the company and the day-to-day operations.

Jack Russell maintains and services the equipment owned by the company and facilitates any repairs or services needed of equipment or structures owned by the city.

As the owner/operator of Bywater Café Annie has over 35 years in the food service and hospitality industry with 30 of those years focused on Northern Michigan. For the past 9 years she has shown that the previously little utilized concession stand at Michigan Beach can, with dedication and vision, be presented to the public as a sought after and unique outdoor café featuring locally sourced ingredients and handcrafted meals. Over 90% of the menu is made in-house.

Dedication to customers has extended past the menu to the employees that serve them so that the family-friendly environment of the park is maintained within the café. All employees are local or have a long-term connection to the local area ensuring that the integrity of 'Charlevoix the Beautiful' is maintained. In fact, we have been told many times over the years that we are a mini-Chamber of Commerce on the beach because all employees are ready and available to answer questions regarding things to do, places to stay, where to eat, and when various festivals are scheduled. We even keep a stash of the various beach stones on hand so that new beachcombers know what to look for or to add to a collection if a particular stone couldn't be found!

Bywater Café has shown over the years that it can produce amazing lunches and snacks for any event that happens in the park be it impromptu children's birthday parties, family gatherings with specifically requested menu items, professional photo shoots for engaged couples with our Magnificent Milkshakes, Venetian Festival Kid's Day, Boyne Thunder, or 4<sup>th</sup> of July beach crowds. If it happens in the park or on the beach and food and drink is requested, we are there with a 100% service ethic and a smile!

Additionally, we not only persevered, but safely thrived during the difficulties and trials of the early Covid 19 pandemic by working closely with the local Health Department and the state-level authorities to maintain the health and well-being of our employees and customers alike. Rigorous safety and training are always our top priority, and many hours of Serve Safe training and employee instruction has maintained our stellar inspections over the years. Bywater Café follows a regulated cleaning and sanitization schedule that is printed and available for all staff to see and follow. Breaking with the 'traditional' restaurant culture, no employee will work while ill and would never be penalized for calling in to report their ill health and need for a day (or more ) off or if the need to leave a shift early occurs.

The summer season of 2022 will see new flower boxes on the seating patio and newly painted menu boards for the outside of the building. Our hours are expected to remain Wednesday through Monday 11am-8pm being closed Tuesday. We also close in the event of extended dangerous or extreme weather.

Inside the building will see the replacement of at least one freezer (currently owned by the company but no longer large enough), additional blenders to better create the popular smoothies and milkshakes, and replacement of potato cutters for the fries. Last season Bywater Café replaced the flat top griddle, the refrigerator, added an updated POS system, and brought in storage shelves and a glass fronted display case to house cookies, chips, etc.

The menu is dynamic and changed slightly as need, customer preference, and availability dictates. This summer will see changes based mostly on supply chain issues which may dictate the removal of some items from the regular menu and moving those to daily or weekly specials. Pricing is also a year-to-year issue, and we price items based on the cost of food, the cost of preparation, and the comparative cost at establishments similar to our own. Bywater Café has consistently been praised by its patrons for having attractive pricing. Since day one we have maintained an ice cream selection of \$1.00 items with kids in mind. Our menu wide pricing is currently from \$1.00 up to \$12.00 per menu item and we reserve the right to adjust those either up or down when developing this year's menu based on current wholesale pricing. Being fans of our native flora and fauna we source many of our ingredients locally, serving only whitefish from John Cross Fisheries, freshly ground burger and bison from Olson's, and vegetables and herbs from local growers when available. This year we are working closely with a local coffee roaster to be the exclusive provider of their signature roasts in Charlevoix. Many of our menu items that use these locally sourced ingredients are unique to us and cannot be found anywhere else such as our Whitefish Rangoon, Bison Burger Sliders with Michigan Cherry Mustard, or our house-made Fish Chowder.

Newcomers to our café will often exclaim that they expected a concession stand and while the City refers to it as such, we decided almost ten years ago that this would be a complete al fresco dining experience with a unique menu that couldn't be found anywhere else. We believe we have achieved this and are asking for the City of Charlevoix to allow us to continue.

In closing, we thank the City Council members for their time and attention to this proposal as well as the opportunity to serve the public from the amazing location at Michigan Beach these past 9 years. We hope that we have shown that it would benefit the community , both year-round and visitors, to allow us to continue to operate at that location in the same capacity and high standards that has become our hallmark.

Sincerely,

Annie Russell with Jack Russell

Bywater Café, LLC

## References and Testimonials

- April 5, 2022

City of Charlevoix

Dear City of Charlevoix Council Members:

I am writing this letter in the hopes that Bywater Cafe will continue to lease the building at Michigan Beach during 2022 and into the future.

My family and I enjoy every season that they are open and welcome their opening day each and every Spring. They are an enormous asset to the community and provide a great place for people to enjoy Michigan Beach, get a great meal, and add to the positive sense of community within the City of Charlevoix.

I truly believe that it would be a huge loss to the community should the Bywater Cafe not have the opportunity to keep their lease at Michigan Beach. My family and many others would be extremely disappointed to see them go. Therefore, we strongly request that their lease be renewed and that Bywater Cafe continue to provide their services at Michigan Beach in Charlevoix.

Sincerely,

Karen Rutkowski

231-350-0134

I am writing on behalf of Annie Russell and the Bywater Cafe. I have enjoyed this business not just in person, but also online. Before we load up to go to the beach, we'll go to the cafe's Facebook page and look for Annie's "weather report"! Such an invaluable asset! Although, the food and customer service will surely keep you coming back for more! My family looks forward every year to Dairy grille & Bywater Cafe opening. Hopefully that doesn't change. We appreciate the Russell family & all they do down at the beach that might go unnoticed and unappreciated but is VERY much seen!

Thank you for your time,

Kristi Richman

307 W. Lincoln St

Charlevoix, MI

I am writing this letter on behalf of Bywater Cafe in favor of keeping their lease at the Michigan Beach location. It is unfortunate to hear that Annie may not get this space again for the coming season. Over the years she has come up with creative new ways to keep people coming back and happy. I believe quality consistency is good for our community, locals and tourists alike enjoy coming back to familiar places and dining is an important factor. Annie and her team are very accommodating and have mastered what it takes to run a successful business at this location. Please take into consideration the years she has invested there. I look forward to continuing my patronage of Bywater Cafe and I'm sure many others do as well.

Thank you,

Jacqueline Mailloux

To Whom It May Concern:

I am writing to show support for the business Bywater Cafe. It is in a lovely location at "Michigan Beach" in Charlevoix, Michigan. The menu is well diverse for all ages and tastes.

Being at the beach, it's perfect for a relaxing lunch or a quick snack! Where else can one purchase a literal bag of fries for under \$5.00!

I highly support and recommend for Bywater Cafe to be allowed to stay there during the summer. The owner and staff are hardworking and pleasant and are marvelous representatives of Charlevoix's hospitality.

Sincerely, Karen Taylor

To whom it may concern...

As a resident of Petoskey for over 40+ years I quite frequently travel to Charlevoix to go to the beach with my daughter and her children. One of the highlights of my summer is being able to go to Michigan beach and enjoy the wonderful food that is offered by the Bywater café.

We've been enjoying this experience for years. And I'm hoping it's an experience we continue to enjoy for years to come. Annie Russell's food is amazing and has a wonderful array of choices. And I know many summer residence and tourists would agree that it's a wonderful beachfront venue offered in Charlevoix throughout the summer months. Michigan Beach becomes more of a food destination for people because of this café.

I hope to continue enjoying this café for years to come.

Thank you for your time,

Elsa Schaller



To whom it may concern:

As a longtime resident of Charlevoix Michigan one of the many perks of living here is going to our beautiful beaches during the summer. We are also blessed with several of our beautiful beaches within walking distance of town. One of highlights in particular is the Bywater Cafe concessions at Michigan Beach currently run by Annie Russell. My children, myself, local friends and many summer residents (as well as visiting tourists) are avid summer beach attendees and utilize her amazing concessions throughout the summer. Her food choices are wonderful, delectable, and pleasing to even the most finicky of pallets. Have you tried the homemade cashew chicken salad on a buttery croissant? Or the "walking taco" that my kids can't get enough of? I cannot imagine Michigan Beach without her concessions. I also know many other people feel the same. I hope to see her adorable cafe stay active here in Charlevoix for the years to come.

Thank you for listening,

Gretchen Schaller

520 Michigan Ave

Charlevoix, MI 49720

(231)675-5414

To Whom It May Concern,

It is my opinion that Annie Russell and Bywater Cafe should be given priority for renewing their lease at the Michigan Beach concession location. They provide a healthy and enjoyable variety of foods, something to please every palette. They are a solid work experience for our youth. Additionally, Annie is a long standing, active, and positive force in our community both in business and personally.

Thank you for your consideration.

Jenny Bednar

To whom it may concern:

I am hoping you will keep Bywater Cafe at the beach again this year. I work in town and hate dealing with the traffic and crowds of downtown to grab a quick lunch so that's why I go to Bywater Cafe. This will be their 10th year and there's a reason for that. It's great food!! Please consider leasing the building at the beach again for Annie and the cafe.

Thank you in advance,

Holly Taber

Greetings, Annie!

I understand that you are required to re-apply for your Bywater Cafe Lease. I want to express my thanks for your decade long commitment to providing healthy, affordable, food for locals, resorters and tourists alike.

Since you opened Bywater, hours are reliable, food is excellent, and many dine with you several times per week. Your strict adherence to ServSafe practices is very comforting to me, my family and friends. This is not always the case with beachfront eateries. You should be proud of what you have built!

Your business has become a large part of Charlevoix's appeal and charm. Continuity is one of the things we all treasure! I hope you will be able to continue to provide your excellent services for decades to come!

Best Regards, Mary Adams

Cell: 231.437.0301

To whom it may concern,

Myself, coworkers, and family frequent Bywater Cafe weekly if not more often during the summer season. There isn't a more unique, amazing, quick lunch or dinner option available in Charlevoix that we would choose to give our business too. This includes all of our continued education with multiple corporate businesses.

We would be lost without Bywater Cafe and its amazing food, owners, and staff.

Sincerely,

Megan Crain

March 30, 2022

City of Charlevoix

I understand that the lease on the building down on Lake Michigan Beach is up for renewal. I also understand, that the current owner of the Bywater Café would like to continue her business in that location.

If I, as both a full-time resident and a frequent customer of the Bywater Café, have a say in who I hope the lease would be renewed to, I would say without hesitation please let it be the Bywater Café. It is a restaurant that provides very good food, at very reasonable prices, with very great help. It has become my go to spot to take guests for a great lunch or dinner. Nothing better than eating a fish taco right next to the "big lake."

The Bywater Café has proven year after year to be a successful restaurant. Why take a chance on an unproven entity.

Sincerely,

Jeanne L Steele  
304 West Lincoln Street  
Charlevoix, MI 49720

Dear City of Charlevoix,

March 31, 2022

I am writing on behalf of Bywater Cafe and its proprietor Annie Russell on the occasion of her lease reapplication. The lease should be granted without hesitation.

Bywater Cafe is a well-known and widely enjoyed fixture of the Lake Michigan waterfront. It provides delicious, innovative, and healthy food in a wider variety than we often find here in Charlevoix, far beyond the standard “burgers and dogs” of many beach eateries (though the burgers and dogs are excellent too!).

In addition, Ms. Russell is a friend to the community. She sources locally to the greatest extent possible. She is a concerned and proactive mentor who advocates for her young employees’ health and security, especially in the difficult situations brought on by the COVID 19 pandemic.

I look very much forward to the season’s reopening of Bywater Cafe.

Sincerely,

Hugh Hansen

13354 Stover Rd. #3

Charlevoix, MI 49720

Valerie Whaley  
Assistant Manager  
VUE Wine Bar, Charlevoix  
101 Bridge Street

3/31/2022

To: City of Charlevoix  
Mayor & Charlevoix City Council Members  
210 State Street

Subject: Letter of Recommendation

Dear Mayor Kurtz & Members of Charlevoix City Council,

*I am extremely delighted to recommend to you the exemplary quality services of Bywater Cafe'. They provide all customers excellent services and products. You will find that compared to other beach cafés or concession stands, the quality of services is among the best and adds charm to any beach experience.*

*Bywater Café has developed an outstanding reputation in Charlevoix for great food at the beach. I have never had a bad experience, or had anything other than an amazing meal, when I've visited their establishment. I also note that the company has operated successfully for nearly a decade in Charlevoix, and I believe that it is mainly due to a sterling reputation.*

*I strongly recommend Bywater Café for reapproval of their business lease at Michigan Beach and know that you will not be disappointed.*

*Feel free to contact me for more information.*

*Yours Sincerely,*

Valerie Whaley  
[owie31@gmail.com](mailto:owie31@gmail.com)  
231-675-1550

April 2, 2022

To Whom it May Concern:

This letter is written in regards to the concession at Lake Michigan Beach in Charlevoix, and in appreciation for its proprietor these previous ten years. Annie Russell, through her unique combination of skills; culinary, artistic and business acumen, has transformed a facility where you could get a hotdog and ring pop into a delightful, one-of-a-kind, utterly charming outdoor café. You can choose an item from the extraordinary menu and seat yourself at a lovely wood and wrought iron table, hand painted by Annie, surrounded by colorful potted flowers and watch the beachgoers while taking in the iconic views of the lighthouse and lake.

ByWater Café is the result of the considerable talents and hard work of the visionary that is Annie Russell. Through her social media outreach the place has been discovered and enjoyed by locals and tourists, alike, who look forward to the reopening every season with happy anticipation. We all hope we will be able to enjoy this inimitable experience for many years to come.

Thank you for your consideration,

Kim Richelle Jensen

12088 Arbutus Ave.

Charlevoix, MI

TO: Charlevoix City Council

From: Sherle Abramson-Bluhm / sherleab@umich.edu

RE: Bywater Café

Date: April 4, 2022

Thank you for your attention –

I am writing to express my support for the Bywater Café and my strong desire that it continue to serve the Charlevoix community. When my husband and I were first looking to buy property in the area, we happened upon the (then known as) Beach House. Admittedly, we were initially hooked by the fries – from then on made it a point to get there anytime we were up from Whitmore Lake if at all possible.

Without fail we had a wonderful meal, experienced friendly service and enjoyed the ability to sit and savor great food in a perfect setting. Over the last couple of years we were thrilled as the menu continued to grow and become more eclectic. This was clearly not your typical beachside concession stand. The addition of Beignets, a standard for any visit to my hometown in New Orleans, led to the development of a friendship with Annie and eventually her husband Jack. We have had the good fortune to be introduced to other local residents by virtue of the camaraderie that infuses the Bywater and the delightful atmosphere that Annie, and her youthful staff, provide amongst the lovely painted patio furniture. We make a point to recommend it to family and friends and received 100% positive feedback.

When we finally emerged from a self-imposed strict Covid-19 quarantine, having the Bywater was a godsend. We had the ability to treat ourselves to varied and excellent meals out, without the confines of a typical restaurant and to relax with confidence regarding our health standards.

We make a point to go the Bywater as soon as we can upon it opening and squeeze in one more visit before the season ends. I frequently wish it was there all year round – but am realistic enough to know that the weather alone would make that less than ideal. Plus it feeds the anticipation that will be satisfied in the spring.

The Bywater plays a significant part in our enjoyment of living in Charlevoix. The location, the food or the company found there would be a draw on their own – to have all three is priceless.

*Sherle Abramson-Bluhm*

**Bywater Café' at Michigan Beach Menu. Call for Take-out 547-3615 11am-8pm. Closed Tuesdays.**

### Drinks

- \*16 oz Lemonade \$2.25
- \* 16 oz Brewed Iced Tea \$2.25
- \* Water \$1.50
- \*Pop \$1.25
- \*Gatorade \$2.25
- \*Freshly brewed coffee - \$2.25 or iced - \$2.25
- \* Iced Mocha \$3.00

### Burgers & Dogs

- \*1/4 Hamburger \$5.75 hand-crafted using Olson's beef.
- Mustard, mayo, ketchup, Cajun seasoning, lettuce, pickles- \$0
- Cheese, bacon - \$1 tomato, mushrooms, onions, jalapenos, coleslaw, Olives .25 each
- \*Hotdog \$3.00
- \*Chili Dog \$4.00
- \*Coney Dog (sauce, mustard, onion) \$4.75
- Additions above available on 'dogs

### Vegetarian Fare

- \* Tabbouleh w/ warm pita \$6.50
- \*Beach House Salad \$7.75 (mixed greens, berries, feta, carrots, tomato, onion, cucumbers, sunflower seeds )

\*Caesar Salad- (romaine, dressing, shaved parm.)\$7.75

*Add Chicken \$1.75 or 1*

*Whitefish Cake \$2.00*

\*Beach House Salad Wrap \$5.75

\*Veggies Only Gyro \$5.75

### Sandwiches

\*Classic Grilled Cheese \$3.00

\*Apples n Herbs Grilled Cheese \$5.25 (swiss cheese, fresh basil, apple slices, & sunflower-seeds on whole wheat.)

\*House-made Cherry Chicken Salad Croissant \$7.95

\*Gyro—Traditional or Grilled Chicken \$7.95

\*The South Pier Sandwich \$7.95 (Grilled Ham & Swiss with Coleslaw & Deli Sauce piled on Sourdough)

### Sliders & More..

\* Grilled Chicken Breast

Sliders(3) \$6.75 (grilled chicken breast, herbed goat cheese and arugula on bakery rolls.)

\*Bison Burger Sliders (3) \$8.75 (locally sourced buffalo prepared in-house served on toasted bakery rolls w/ arugula & tart

cherry garlic mustard sauce.)

\*Smoked Whitefish Cake Sliders (3) \$8.75

(John Cross Fisheries Whitefish prepared in house on toasted bakery rolls with remoulade and fresh greens.)

\* Fish Tacos (2) \$11.75

(Broiled whitefish nestled in warm flour tortillas with house-made pineapple/mango salsa, ginger lime dressing & shredded romaine. Served with Tortilla Chips)

### Sides

\*Hand-cut Seasoned Bag of Fries \$4.00-- 14oz bag

\*House-made Coleslaw \$1.75

\*House-made Applesauce\$1.75

\*House-made Macaroni Salad \$1.75

\*Assorted Chips \$1.00

### Munchies

\*Chicken Tenders (3 large white meat) \$4.25

\*Walking Taco \$4.00

\*Deep Fried Macaroni & Cheese \$4.00

\*Deep Fried Pickles \$4.00

\*Chili Cheese Fries \$5.00



\*Whitefish Rangoon \$6.75

\*Charcuterie Board- Available

After 5 pm. An assortment of  
meats, cheeses, fresh fruit, and

Cross Fisheries Sausages \$15

Smoothies \$5.75 (16 Oz) - fruit, yogurt, juice,  
herbs, & veggies.

\*Classic (Strawberry Banana)

\*Green Goddess (granny smith apples, peach,  
cucumbers, kale, banana)

\*Berry Good – (blueberries, basil & banana)

Desserts

\*House-made Key Lime Pie \$4.50 per slice. whole  
pie (24 hours' notice) \$18.50

\*Hand-made Ice cream Chocolate Chip Cookie

Sandwiches \$4.00

\*Freshly baked Chocolate Chip Cookies (2) \$1.50

\*Old Fashioned Root Beer Float \$4.25

\*Beignets (4) \$3.00

\*Magnificent Milkshakes Available After 5pm. \$10.50

choose between Chocolate Salted Caramel, Unicorn,  
or Milk Chocolate Rainbow Candy. 16oz

\*Daily Baked Goods Offering - please call or ask at  
the window.

Thank you! We value your patronage and strive to make every meal a favorite!

For questions, please call us anytime during business hours at 547-3615

Have a Wonderful Summer & be sure to follow us on Facebook & Instagram!



**CITY OF CHARLEVOIX  
REQUEST FOR PROPOSAL  
FOOD AND BEVERAGE CONCESSION**

The City of Charlevoix is seeking proposals for concession contractors to provide food and beverage service at Michigan Beach concession stand.

The City will receive sealed proposals in the City Clerk's office, 210 State Street, Charlevoix, MI 49720. Proposals must be received by 12:00 P.M., Wednesday, April 13, 2022.

The complete RFP may be obtained at the Recreation Department or viewed on the City's website at [www.charlevoixmi.gov](http://www.charlevoixmi.gov). This Request for Proposal may be canceled at the discretion of the City Manager. Small businesses and minority-owned businesses are specifically invited to submit proposals.

In the award of proposals, consideration shall be given to such matters as supplier integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources. The City of Charlevoix reserves the right to reject any and all proposals, to waive any informality in the RFP process, and to make the award to the supplier providing the proposal that, as determined by the City, best meets the City's needs.

Kent Knorr, Recreation Director

## **CITY OF CHARLEVOIX REQUEST FOR PROPOSAL**

### **I. PURPOSE OF REQUEST.**

The City of Charlevoix ("City") is requesting proposals for the furnishing of all staffing and equipment necessary to provide a food service at the Michigan Beach Concession located at 95 Grant Street, Charlevoix, MI. The City's needs are outlined in the following Request for Proposal ("RFP").

### **II. TIME SCHEDULE.**

Deadline for Submittal of Proposals Wednesday April 13, 2022, 12:00 PM

### **III. INSTRUCTIONS TO PROPOSERS.**

All proposals should be submitted to the Charlevoix City Clerk's Office, 210 State Street, Charlevoix, Michigan 49720.

All proposals must be in a sealed envelope and clearly marked "RFP - Michigan Beach Concession." All proposals must be received by Wednesday, April 13, 2022 at 12:00 P.M. at which time they will be opened. No faxed or telephone proposals will be accepted. Proposals received after the specified date and time will not be considered.

Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. All proposals must include the following information:

- The names of individuals from those firms who will be working on the project and their areas of responsibility
- A narrative background of proposer's ability and experience in providing food services in a concession setting. All concession employee's must fill out a "Background Investigation Authorization" and be authorized by the City of Charlevoix.
- A narrative on employee training in food preparation, sanitization, customer service and all other staff training provided.

- A minimum of three references indicating recent experience pertaining to professional food service, include individual/company name, contact person and telephone number and menu provided.
- An explanation of any temporary or permanent site improvements the proposer will make based on a three-year renewable agreement, as long as the concessionaire meets all requirements. The term of the renewable shall not exceed the original term.
- List of proposed concession stand days of operation and hours.
- A list of equipment the proposer will be providing. Proposer can add equipment to facilities for the duration of the contract but will assume full responsibility for this equipment. This equipment will remain the ownership of the Proposer.
- A proposed menu and costs for items to be served at the concession.
- An explanation of routine cleaning and preventative maintenance schedules intended to insure attractive and sanitary kitchen, equipment and food areas.
- Proposed revenue share or monthly rental fee to be paid to the City of Charlevoix for exclusive concession stand use.
- Copy of all licenses, insurance certificates, and health cards obtained by proposer. The City of Charlevoix shall procure the health department license for the concession.

We also require a signed statement that there have not been any health department warnings or violations filed against proposer in the preceding three (3) years.

#### **IV. SELECTION CRITERIA.**

The ultimate objective of this RFP is to provide dependable services to the citizens and visitors of the City of Charlevoix. Accordingly, the successful proposer will be selected by the City after evaluation of the following RFP elements:

- |    |   |     |
|----|---|-----|
| A. | Sale Price of Products<br>Competitiveness of pricing for food and beverages of the same or superior quality as those offered by competing proposers.      | 15% |
| B. | Quality of Products and Service<br>Quality of food and beverages offered and the firm's cleaning, maintenance, repair and employee training capabilities. | 25% |

C.	Experience/References Past experience/performance on similar contracts with other public entities.	30%
D.	Compensation A monthly rental fee or revenue share proposed for exclusive concession stand use.	30%
	Total Criteria Weight	100%

Each proposal will be independently evaluated on factors A-D.

#### V. **TERMS AND CONDITIONS.**

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- C. The City reserves the right to award any contract to the next most qualified contractor, if the successful contractor does not execute a contract within thirty (30) days after the award of the proposal.
- D. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to the City, the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- E. The contract resulting from acceptance of a proposal by the city shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the contract is available for review. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.
- F. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.

#### VI. **SCOPE OF SERVICES.**

Provide all food and services required by the City, including without limitation food preparation and cleanup, serving the food to patrons at the beach, in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction.

Contractor will have use of all City owned equipment and supplies at the facilities. Contractor will maintain this equipment in working order and will be responsible for replacing or repairing any equipment damaged or lost due to accident or negligence. Should this equipment need replacement as it ages out of service, the Proposer shall be responsible for replacement. At the time of replacement, the Proposer would assume ownership of the new equipment.

## VII. **COMPENSATION.**

Please present detailed information on the firm's proposed fee schedule for the use of the Michigan Beach concession stand. If selected, proposer shall pay the City the following for the term of the Agreement:

(a) Sale of food and beverages - Percentage of Gross Revenue\*  
\_\_\_\_\_ **% of gross revenue - Minimum 10%**

*\*\*"Gross Revenue" is defined as all sales of all food and beverage or other merchandise, less sales tax. Deductions for client non-payments or bad-debt expenses are not allowed.*

OR

(b) To be suggested by the Proposer:

ATTACHMENT A

**ACKNOWLEDGMENT OF CERTAIN CONDITIONS  
OF MICHIGAN BEACH CONCESSIONAIRE**

In the event of a successful award of contract, proposer acknowledges that:

1. Proposer will be able to comply with the insurance provisions of the City of Charlevoix Food Concessionaire Contract, and to timely provide a certificate of insurance.
2. He/She will have in their possession, or will obtain prior to contract commencement, a valid City of Charlevoix business license as well as all other required permit or licenses required by the State of Michigan, Charlevoix County, City of Charlevoix or any other lawful authority.
3. All staff will have a food handlers permit certification.
4. Proposer will submit monthly reports, due the 15<sup>th</sup> day of the following month, which shall indicate the amount and type of sales made.

Proposer:

Business Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Phone# \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## CONCESSION AGREEMENT

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the CITY OF CHARLEVOIX, a Michigan municipal corporation (the "City"), of 210 State Street, Charlevoix, Michigan 49720, and Jack and Annie Russell ("Concessionaire") PO Box 393, Charlevoix, Michigan 49720 as follows:

In consideration of Concessionaire's payment to the City of \$100 Business License fee at the time of signing this agreement, the City grants to Concessionaire the privilege and right of conducting concession sales within the concessions building on the grounds of Lake Michigan Beach. The Concessionaire shall pay the City \$500, on the dates of June 15<sup>th</sup>, July 15<sup>th</sup> and August 15<sup>th</sup>. No other business is to be performed on the premises. The electric and water for the concession shall be paid by the City. The Concessionaire is responsible for paying all costs associated with any propane/gas. Concessionaire shall send a detailed sales report, which shall include the previous month's amount of concession sales on the 15<sup>th</sup> day of the following month.

1. The space presently set aside for concession sales at the venue mentioned above is not being leased to the Concessionaire. The Concessionaire is a licensee and not a lessee thereof. The Concessionaire's shall comply with all of the requirements of this Agreement. If the Concessionaire defaults in strict and prompt performance of any portion of this Agreement, in lieu of terminating this Agreement without cause upon 7 days notice as described below, the City may immediately or at any time after such default close up and take possession of said area designated for and presently utilized for concession sales at said beach concession and any improvements made thereon, and the license to Concessionaire shall be forfeited together with all privileges to occupy or use any part of said area.
2. Concessionaire shall have no authority whatsoever, nor any power to permit any other person or party to have any interest in or use any part of the premises, building space, or space covered by this concession for any purpose whatsoever. It is the purpose of this Agreement to grant said concession and privilege solely to the Concessionaire and neither directly nor indirectly to any other person or party.
3. Concessionaire shall supply and have ready for sale sufficient quantities of food and drink to satisfy the demands of the patrons at the venue mentioned previously. Hours of Operation will be mutually agreed upon between the Recreation Director on behalf of the City and the Concessionaire within the parameters as follows below:

LAKE MICHIGAN BEACH: beginning no earlier than Friday, May 20, 2022 and ending no later than Monday, September 30, 2022 (weather permitting) the stand



will open no later than 11:00 a.m. and close no later than 9:00 p.m. each business day.

Either party may terminate this Agreement without cause upon 7 days written notice to the other party. This Agreement, which includes the license granted by the Agreement, shall terminate on September 30, 2024.

4. It shall be the responsibility of the Concessionaire to maintain the premises in a clean and neat fashion, to assume maintenance of the grounds in the immediate area of the beach concession with respect to any paper, wrappings, or other evidence of concession sales and to insure the efficient operation of said concession by staffing with responsible employees. It shall be the duty of the Concessionaire to inspect the premises, including building, equipment, grounds and appurtenances and promptly report in writing to the Recreation Director or Street Superintendent any portion of the premises in need of repair.
5. The City will be responsible for maintaining the building's electric, plumbing, and the commercial exhaust hood. Concessionaire will maintain and clean the exhaust hood in and will be responsible for replacing or repairing any equipment damaged or lost due to accident or negligence.
6. Concessionaire will have use of all City owned equipment and supplies at the facility. Concessionaire will maintain this equipment in working order and will be responsible for replacing or repairing any equipment damaged or lost due to accident or negligence. Should equipment need replacement as it ages out of service, the concessionaire shall be responsible for replacement. At the time of replacement, the concessionaire would assume ownership of the new equipment.
7. Concessionaire, as well as any persons named above, shall be personally responsible for the management of said concession including but not limited to such important management functions as maintenance of inventory, security of premises, and designation of qualified and responsible employees of Concessionaire. Concessionaire shall post signs indicating that the facility is operated by the name of the contractor along with a phone number.
8. Concessionaire shall at their own cost and expense procure all necessary licenses and official permits necessary for carrying out the provisions of this Agreement, with the exception that the City of Charlevoix shall obtain the Michigan Public Health Department license and the Concessionaire shall comply with the terms of the Michigan Public Health Department license and the applicable sections of the Public Health Code during the term of this Agreement.

9. All notices and orders given to Concessionaire shall be served by delivering a copy thereof to them in person, or by leaving same addressed to Concessionaire at the Lake Michigan Beach Concession with any person then in charge of same.
10. Concessionaire shall conduct the business of the Michigan Beach Concession at all times in a courteous, respectful and business-like manner, and the premises shall be kept in a neat, clean and sanitary manner.
11. The CITY OF CHARLEVOIX agrees that it will not, during the existence of this Agreement grant like or similar privileges hereby granted to any other person(s) or corporations to locate and/or operate at the Lake Michigan Beach Concession, with the exception that additional concessionaires will be permitted during the Venetian Festival.
12. Concessionaire shall not improve or alter the improvements set aside for concession sales at the Lake Michigan Beach Concession in any manner without the prior written consent of the Manager of the City of Charlevoix. All improvements or alterations so approved and erected or made on the premises shall belong to the City upon expiration or sooner termination of this Agreement.
13. The CITY OF CHARLEVOIX shall not be liable, and Concessionaire waives all claims, for injury or damage to persons or property sustained by Concessionaire or any occupant of the space presently set aside for concession sales at the Lake Michigan Beach Concession and surrounding areas resulting from:
  - (A) Any part of the building, equipment, or appurtenances in the space set aside at the Lake Michigan Beach Concession as afore described in need of repair, unless the Concessionaire has reported the need of repair as required by paragraph 4;
  - (B) Any injury or damage resulting directly or indirectly from any act or negligence of Concessionaire.
14. Concessionaire indemnifies the City against all liability, loss, costs, damage, or expense sustained by the City, including reasonable attorney fees and other expenses of litigation arising prior to the termination of this Agreement even if such claims are made after the termination of this Agreement:
  - (A) On account of or which relate to the Concessionaire's exercise of the rights and privileges granted in this Agreement; and/or
  - (B) Arising out of, or directly or indirectly due to, any failure of Concessionaire in any respect promptly and faithfully to satisfy their obligations under this Agreement.

This indemnification provision shall be effective regardless of whether such claims are proximately caused by an act or omission of the Concessionaire (such as a food-related illness that the Concessionaire asserts was caused by a supplier or other third party) and regardless of any such claims resulted from a wrongful act or omission of the Concessionaire. As used in this Agreement, "claims" include, but are not limited to any damage to real or personal property and the injury, illness or death of a person or animal.

15. The City shall not be responsible for any claims arising from any act or omission in connection with the Concessionaire's operation, management or maintenance of any equipment or facilities on the space set aside for concession sales at the Lake Michigan Beach Concession. Concessionaire shall assume all of such liability and indemnify the City against any liability arising there from. The Concessionaire shall inspect all equipment owned by the City and which is being used by the Concessionaire and shall promptly notify the City in writing if any repairs are needed. If repairs are needed to any equipment, then such equipment shall not be used without written permission of the City until all repairs have been made.
16. The City shall have no obligation to issue a new license to Concessionaire or enter into a new agreement with Concessionaire in the future.
17. The Concessionaire shall under go a standard background check as is required by all City employees or volunteers who have contact with the public. If the results of that background check are unsatisfactory to the City, then City may terminate this contract immediately and without prior notice. This shall be in addition to the right of either party to terminate this contract as described in paragraph 3.
18. The Concessionaire shall not employ or accept the services of another person as a volunteer on the premises unless the person has been approved in advance by the City. Any person whom the Concessionaire proposes to perform services on the premises shall undergo a standard background check as is required by all City employees or volunteers who have contact with the public.

**CITY OF CHARLEVOIX**

Dated: \_\_\_\_\_

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

Mark Heydlauff

Its: City Manager

**CONCESSIONAIRE**

Dated: \_\_\_\_\_

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

Jack Russell

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

Annie Russell

# CHARLEVOIX CITY COUNCIL

## Public Hearings and Actions Requiring Public Hearings

**TITLE:** Ordinance to Amend Ward Boundaries

**DATE:** April 18, 2022

**PRESENTED BY:** Sarah J. Dvoracek, City Clerk

### BACKGROUND:

After every census the City must reevaluate its population size in each ward. Since 2010, the City's population has decreased by seven percent. There is not a state statute on how cities are supposed to balance to make each ward equal, only that they must balance. After reviewing the 2020 Census Data and the Qualified Voter File each ward's population is unequal.

#### Voters by Ward (2010 Boundaries)

Ward 1	829
Ward 2	674
Ward 3	787
Total	2291

#### Proposed Reapportioned Voters by Ward (2020 Census)

Mean	763
Ward 1	760
Ward 2	778
Ward 3	753
Total	2291

The 2020 Census Data states the City has a population of 2348. As of February 2022, we have 2291 Registered Voters. According to the 2020 Census Data, 87% of our City's population is 18 years and over compared to 82% in 2010 and 34% of our City's population is 60 years and over compared to 24% in 2010. The 2020 Census data shows the median age of our population is 47.5 compared to 44.5 in 2010.

I worked with Joe Lavender, our City Assessor to reapportion the wards with the use of GIS. Attached is the 2010 Ward Boundaries Map as well as the proposed new 2022 Ward Boundary Map marked with the affected areas. Our goal was to impact the least number of voters possible with the proposed changes.

On February 15, 2022, the Election Commission met to adopt a resolution to amend our ward boundaries which is required per statute. Now that the Election Commission has met, the City Council per the Charter is required to hold a public hearing to amend the ward boundaries by ordinance.

Ferguson & Chamberlain Associates, Inc., professional surveyors provided me the legal descriptions of each proposed ward for the ordinance amendment, also attached.

Precinct boundary changes must be approved no later than April 4, 2022 per MCL 168.661(3). Ward changes will not affect voters casting their ballot for the May election but will become effective for the August Primary Election and determine where candidates for City Council must reside for election in November of 2022.

Once Council approves the ward changes, I will submit the required documents to the Bureau of Elections for final approval and so they can update our Qualified Voter File.

The publication of this draft ordinance has occurred and the public hearing was held earlier this month. When all Council members attend a meeting, a vote on the ordinance can be held.

**RECOMMENDATION:**

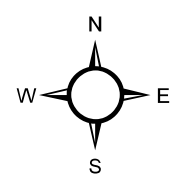
Motion to approve Ordinance No. 832 of 2022.

**ATTACHMENTS:**

- ▣ 2010 Ward Map
- ▣ Proposed Ward Map with affected boundaries marked
- ▣ Ordinance No. 832 of 2022

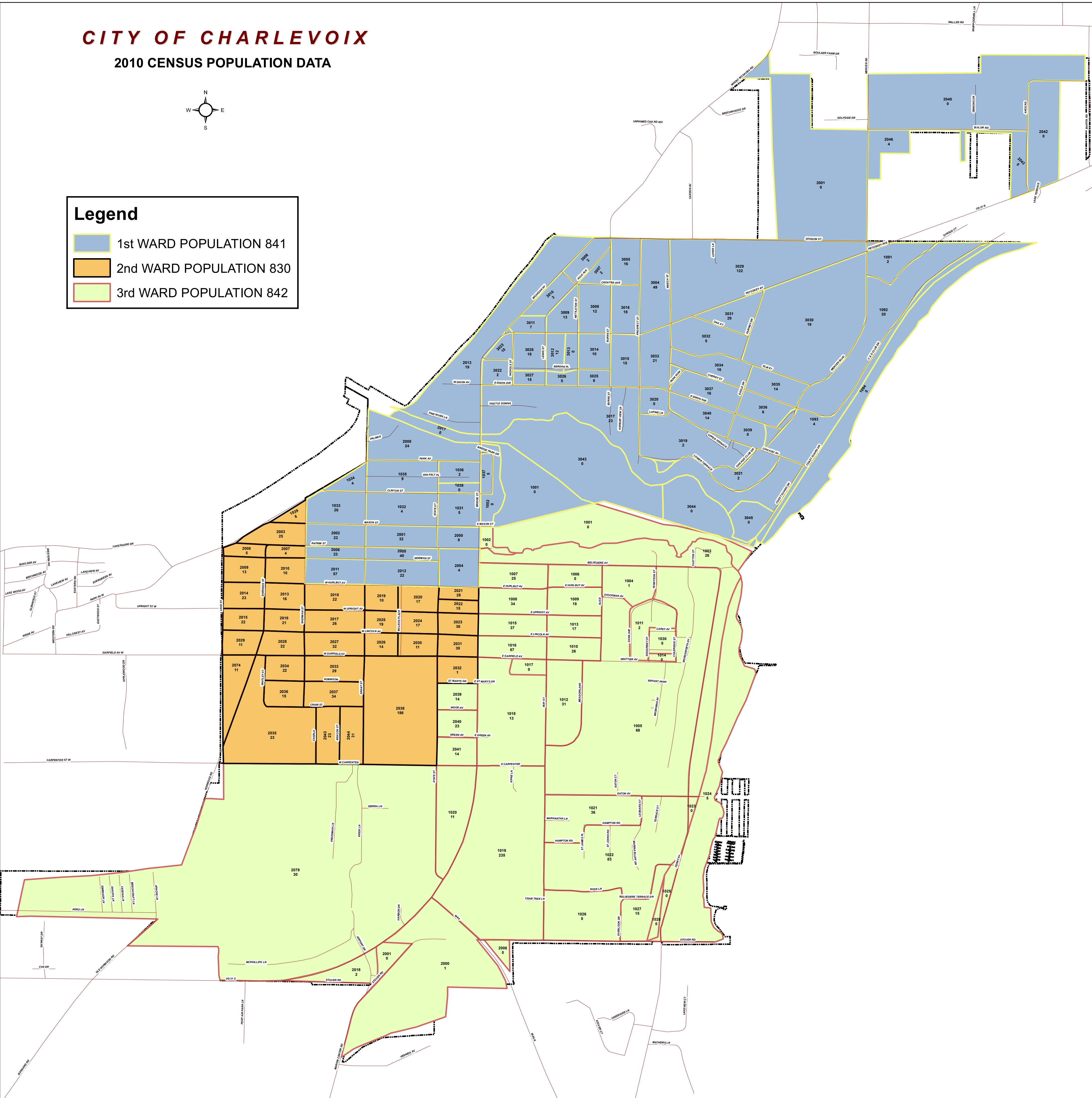
# CITY OF CHARLEVOIX

## 2010 CENSUS POPULATION DATA

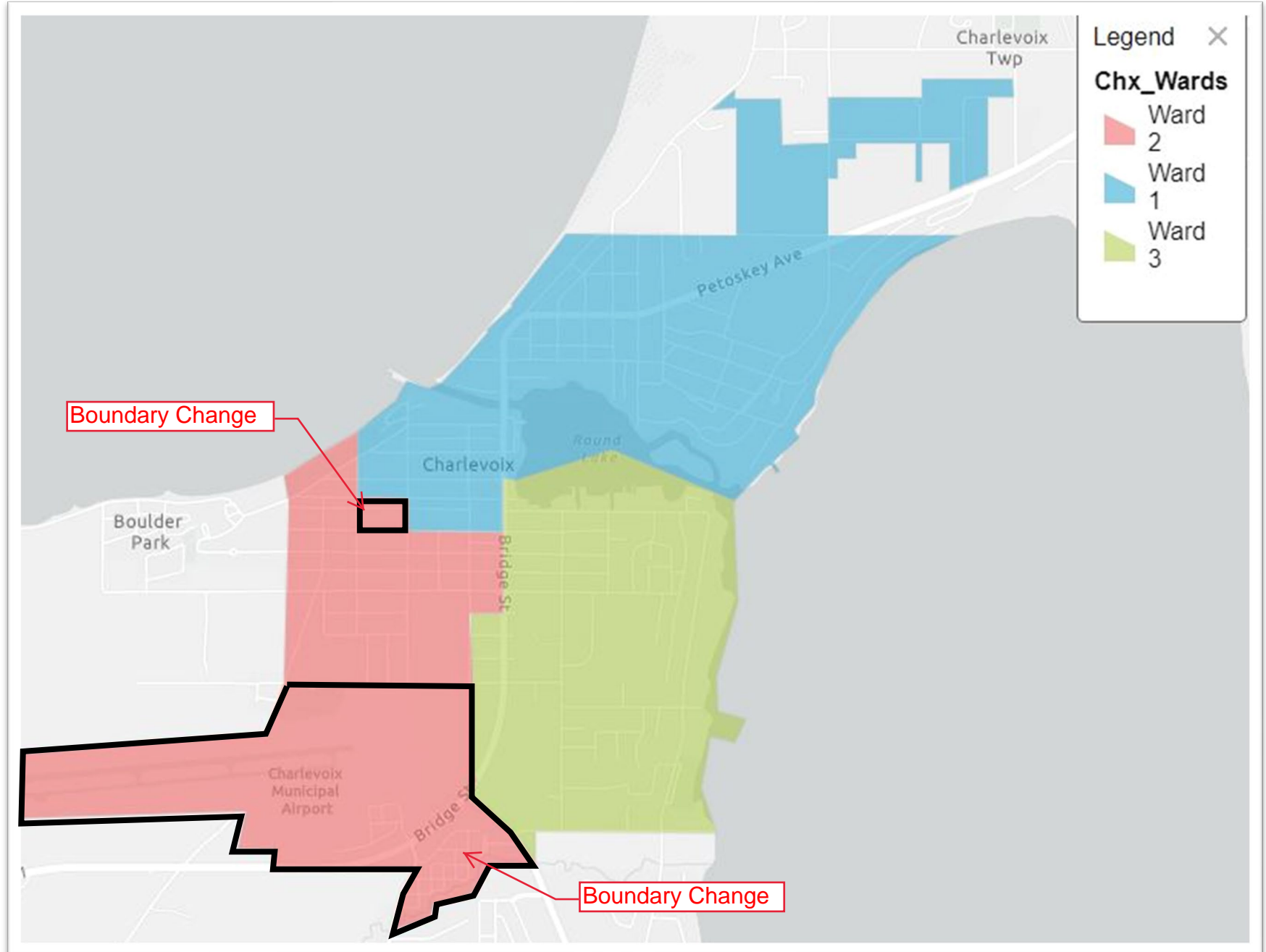


### Legend

- 1st WARD POPULATION 841
- 2nd WARD POPULATION 830
- 3rd WARD POPULATION 842



**City of Charlevoix**  
*Ward Change Proposal*





**CITY OF CHARLEVOIX**  
**ORDINANCE NO. 832 of 2022**  
AN ORDINANCE TO AMEND TITLE III, CHAPTER 30, SECTION 30.01 OF THE CHARLEVOIX CITY CODE

**THE CITY OF CHARLEVOIX ORDAINS:**

**SECTION 1. Title III, Chapter 30, Section 30.01 is hereby repealed and replaced in its entirety as follows:**

**30.01 WARD BOUNDARIES.**

**The several boundaries of the three wards of the City shall be described as follows:**

**(A) REVISED FIRST WARD DESCRIPTION:**

All that territory embraced within the corporate limits of the City of Charlevoix lying Northerly and Easterly of the following described line:

**BEGINNING** at the North extension of the centerline of Grant Street at the shore of Lake Michigan (on the North side of Pine River Channel); thence Southerly along the extended centerline of Grant Street to the centerline of Park Avenue; thence Southwesterly along the centerline of Park Avenue to the centerline of Sherman Street; thence South along the centerline of Sherman Street to the centerline of Antrim Street; thence East along the centerline of Antrim Street to the centerline of Grant Street; thence South along the centerline of Grant Street to the centerline of Hurlbut Avenue; thence East along the centerline of Hurlbut Avenue to the centerline of Bridge Street; thence North along the centerline of Bridge Street to the centerline of Mason Street; thence East along the Easterly extension of Mason Street to the shore of Round Lake; thence Northeasterly to a point in the middle of Round Lake at the intersection of the Southerly extension of Nettleton Street with the Easterly extension of Clinton Street; thence Southeasterly to the intersection of the centerline of the Upper Pine River Channel (Southerly of Park Island) with Round Lake; thence Southeasterly along said centerline of said Upper Channel to Lake Charlevoix being the Point of Ending.

**(B) REVISED SECOND WARD DESCRIPTION:**

All that territory embraced within the corporate limits of the City of Charlevoix lying Southerly and Westerly of the following described line:

Commencing at the North extension of the centerline of Grant Street at the shore of Lake Michigan (on the North side of Pine River Channel); thence Southerly along the extended centerline of Grant Street to the centerline of Park Avenue; thence Southwesterly along the centerline of Park Avenue to the centerline of Sherman Street, being the **POINT OF BEGINNING** of this description; thence South along the centerline of Sherman Street to the centerline of Antrim Street; thence East along the centerline of Antrim Street to the centerline of Grant Street; thence South along the centerline of Grant Street to the centerline of Hurlbut Avenue; thence East along the centerline of Hurlbut Avenue to the centerline of Bridge Street; thence South along the centerline of Bridge Street to the centerline of St. Mary's Drive; thence West along the centerline of St. Mary's Drive to the centerline of State Street; thence South along the centerline of State Street to the centerline of Bridge Street; thence Southwesterly along the centerline of Bridge Street to the centerline of Highway M-66; thence Southeasterly along the centerline of Highway M-66 to the corporate limits of the City of Charlevoix, being the Point of Ending.

**(C) REVISED THIRD WARD DESCRIPTION:**

All that territory embraced within the corporate limits of the City of Charlevoix lying Easterly and Southerly of the following described line:

**BEGINNING** at the centerline of Highway M-66 at the corporate limit of the City of Charlevoix; thence Northwesterly along the centerline of Highway M-66 to the centerline of Bridge Street; thence Northeasterly along the centerline of Bridge Street to the centerline of State Street; thence North along the centerline of State Street to the centerline of St. Mary's Drive; thence East along the centerline of St. Mary's Drive to the centerline of Bridge Street; thence North along the centerline of Bridge Street to the centerline of Mason Street; thence East along the Easterly extension of Mason Street to the shore of Round Lake; thence Northeasterly to a point in the middle of Round Lake at the intersection of the Southerly extension of Nettleton Street with the Easterly extension of Clinton Street; thence Southeasterly to the intersection of the centerline of the Upper Pine River Channel (Southerly of Park Island) with Round Lake; thence Southeasterly along said centerline of said Upper Channel to Lake Charlevoix being the Point of Ending.

**SECTION 2. Severability.**

No other portion, paragraph or phase of the Code of the City of Charlevoix, Michigan shall be affected by this Ordinance except as to the above sections, and in the event any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or of the Code of the City of Charlevoix, Michigan.

**SECTION 3. Effective Date.**

This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 832 was adopted on the 7th day of March, 2022 A.D., by the Charlevoix City Council as follows:

Motion by:

Seconded by:

Yeas:

Nays:

Absent:

State of Michigan        }  
City of Charlevoix        } §

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Sarah J. Dvoracek

City Clerk

---

Luther Kurtz

# CHARLEVOIX CITY COUNCIL

## All Other Actions and Requests

**TITLE:** Airport Terminal Interior Painting

**DATE:** April 18, 2022

**PRESENTED BY:** Matthew Wyman, Airport Manager

### **BACKGROUND:**

In February, the City published a request for proposal for the interior painting of the airport terminal. As required by the RFP, a pre-bid meeting was held at the airport on March 11th. The purpose was of the pre-bid, was to allow interested parties the opportunity to visit the airport and see the operation and the scope of the project.

Complete Coatings, J. Arnold Painting, and CertaPro Painters were present for the pre-bid meeting, and each firm submitted their proposals prior to the March 31st noon deadline. Attached are each of the three proposals as well as the bid tab.

### **RECOMMENDATION:**

Motion to award airport terminal interior painting to CertaPro Painters.

### **ATTACHMENTS:**

- ▣ Airport Terminal Interior Painting RFP
- ▣ Complete Coatings
- ▣ J. Arnold Painting
- ▣ CertaPro Painters
- ▣ Bid Tab



# CITY OF CHARLEVOIX

## REQUEST FOR PROPOSALS (RFP) Interior Painting for the Municipal Airport Terminal Building



CVX | Copyright by Florida Metal | 2010-08-14 | Airport-Data.com

**Issue Date: February 28, 2022**

**Due Date: March 31, 2022, 12:00 PM EST, City of Charlevoix, Second Floor  
Conference Room, located at 210 State St. Charlevoix, MI 49720**

## **I. Introduction**

The City of Charlevoix is seeking bids for interior painting and wallpaper removal of the Charlevoix Municipal Airport Terminal Building located at 111 Airport Drive, Charlevoix, MI 49720. This project must allow the work of Airline Staff, City Personnel, and members of the public to have continued use of the building throughout the duration of the project with minimal scheduled interruptions.

## **II. Scope of Work**

- A. The building was constructed in 2002 and is approximately 3,600 square feet in size. Please see the attached floor plan for reference and square footage. Ceiling heights vary and many areas have ceiling tiles. The bid does not include painting the ceiling tiles. Most of the building's interior walls are covered with wallpaper with exceptions including the restrooms and pilot's lounge.
- B. Accessibility issues in the affected areas will also be resolved during the renovation. The Airport will occupy and remain in business during the renovation, we seek professional advice regarding the scheduling of work to limit impact to the public and staff. The Contractor may be required to work after normal business hours.
- C. Paint/Colors. Benjamin Moore Aura or equivalent, shall be used and (color(s) to be determined) as approved by the City.
- D. Repair. All walls, trim, doors and ceilings shall be prepped, including repairing any knicks, dents, or scratches as part of this work.
- E. Removal. Remove the wallpaper from all walls and ceilings throughout the entire building.
- F. Priming. Any repairs requiring the use of spackling or joint compound must be primed before painting. Likewise, priming is required over any existing paint that requires such to obtain adequate coverage by the topcoat as required per the manufacturer's instructions.
- G. Painting. Apply two (2) coats of interior eggshell paint to walls. Apply two (2) coats of interior semi-gloss paint to the trim and doors. Apply one (1) coat of flat white to the ceilings, where applicable.
- H. Provide all labor, materials, equipment and supervision for the prep and painting of existing interior surfaces, including ceilings, walls, doors, jambs, and window frames. Ceilings that are drop tile do not require painting. Please note the project includes repainting the interior of the cupolas and ceiling area in the main lobby, the ceiling height in this area ranges from approximately 14 feet to 20 feet.
- I. Work areas may be occupied and require moving and repositioning of office equipment and furniture. Provide all labor, equipment, hand tools, materials and supervision required to perform all such work associated with project.
- J. Contractor shall protect all surroundings furniture, surfaces mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop clothes and protective coverings for the protection of floors, furnishings, and adjacent surfaces. Contractor shall be responsible for providing and for the placement of barricades, drop clothes, tarps, plastic, flag tape and any other safety

equipment required to protect the public and employees in the work area. Contractor shall be responsible for the security of his or her other equipment and materials.

- K. All clean up shall comply with all applicable Federal, State, and local laws and regulations. Contractor shall remove paint where spilled, splashed, splattered, or sprayed as work progresses using means and materials that are not detrimental to the to affected surfaces. Contractor shall, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by his or her employees at work. Contractor shall remove from the site all tools, surplus material, debris or rubbish and shall leave the site and the work area in a neat and orderly fashion at the completion of the work day. Whenever possible, clean up shall be conducted with water or water-based agents. Contractors may not utilize on-site office trash cans. Arrangements shall be made in advance for the use of leased waste containers for disposal of the above.

### III. Insurances.

The City of Charlevoix and the Charlevoix Municipal Airport have various insurance requirements. The following insurance elements will be in the contract document.

The Contractor, or any of their subcontractors, shall obtain and maintain during the life of the contract, and not commence work under the contract until they have obtained, the insurance required under this section. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Charlevoix.

- Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage.
- Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating that the following shall be Additional Insured: City of Charlevoix, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including employees and volunteers thereof. It is understood and agreed that by naming the City of Charlevoix as additional insured, coverage afforded is considered to be primary and any other insurance the City of Charlevoix may have in effect shall be considered secondary and/or excess.
- Cancellation Notice: All insurance policies, as described above, shall be endorsed to reflect that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change, Ten (10) days for non-payment of premium, shall be sent to the City of Charlevoix.
- Proof of Insurance Coverage: The Contractor of any of their subcontractors shall provide the City of Charlevoix, at the time that the contracts are returned for execution, a copy of a Certificate of Insurance evidencing all policies listed above.
- If any of the above coverages expire during the term of this contract, The Contractor of any of their subcontractors shall deliver renewal certificates and/or policies to the City of

Charlevoix at least ten (10) days prior to the expiration date.

The Contractor agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, members, agents and employees from and against any and all claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omissions of staff services provided by the firm arising out of the performance of the potential contract.

#### IV. Process and Timeline:

The City expects to adhere to the following time schedule:

* Issue RFP:	02/28/22
* Pre-Bid Meeting:	03/11/22 2 p.m. (at Airport)
* Deadline for Receipt of Written Questions:	03/11/22
* City Response/Addenda to be sent by:	03/21/22 (will post on website)
* Proposals Due By:	03/31/22 12 p.m.
* Opening of Proposals:	03/31/22 12 p.m. (at City Hall)
* Regular Council Meeting	04/18/2022, 6 p.m. (at City Hall)
* Award of Contract	04/19/2022

Proposals are due and will be publicly opened on March 31, 2022 at 12 PM EST at the Charlevoix City Hall, 210 State Street, Charlevoix, MI 49720, Second Floor Conference Room.

Three copies of the proposal shall be submitted in a sealed package clearly marked as "Airport Interior Painting Proposal." Packages should be sent or dropped off to:

Sarah Dvoracek, City Clerk  
City of Charlevoix  
210 State Street  
Charlevoix, MI 49720

Electronic proposals or those sent by facsimile will not be considered. Late proposals will not be considered.

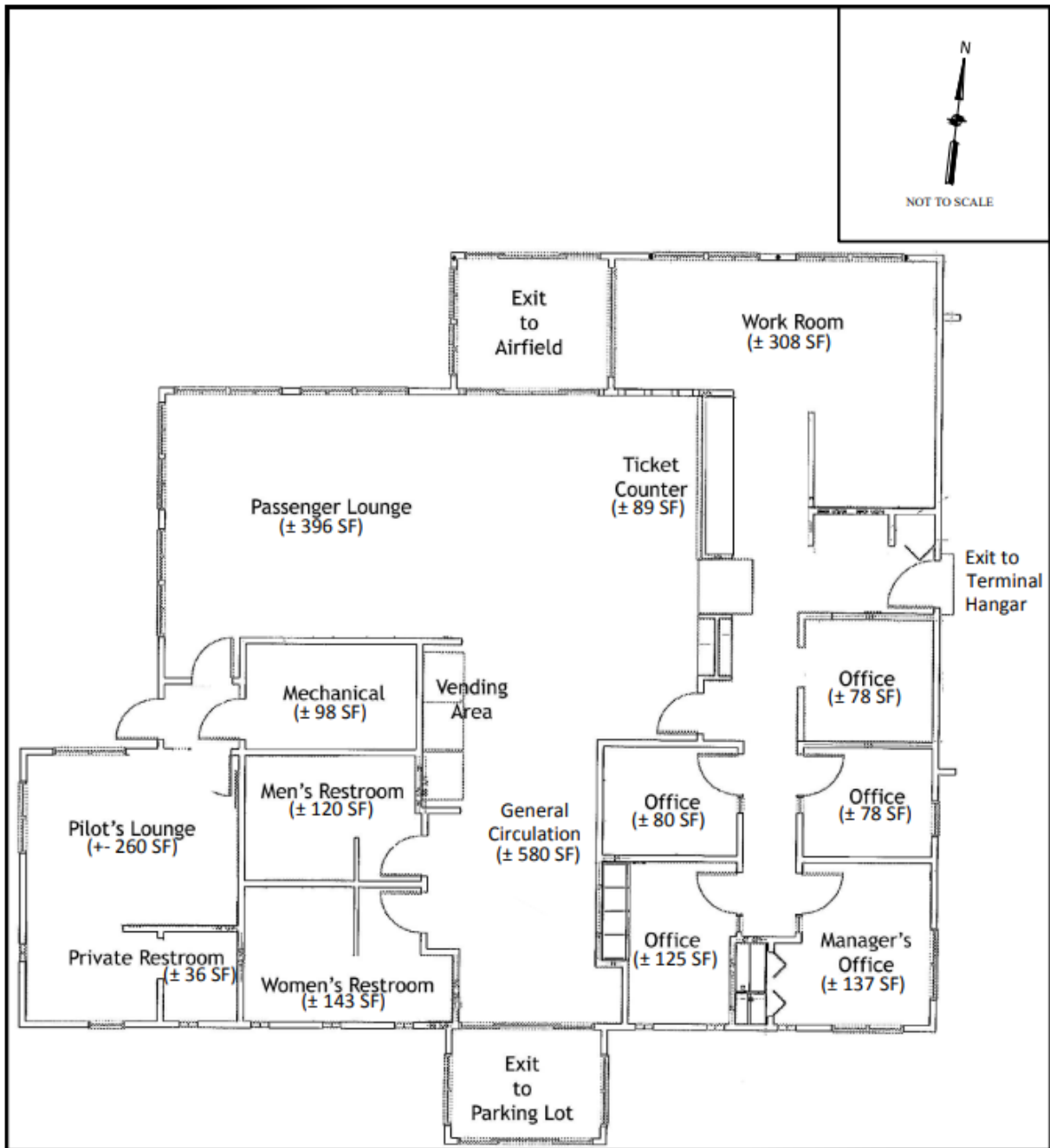
The City of Charlevoix reserves the right to accept or reject any and all proposals for any and all reasons and to waive irregularities deemed in the best interest of the City of Charlevoix. The final requirements for the services rendered will be determined by a negotiated contract between the City and the selected firm(s).

Firms are expected to raise any questions, exceptions, or additions they have concerning the RFP document immediately.

If, after this RFP is issued, the City provides additional information or expectations for potential bidders, firms interested in responding to this request should notify the City of their intent to be made aware of any addenda. It is the sole responsibility of firms to obtain new information.

Firms wishing to ask questions or to be made aware of addenda should use the contact information below:

Matthew Wyman, Airport Manager [mattw@charlevoixmi.gov](mailto:mattw@charlevoixmi.gov)



**FIGURE 2-7**

## TERMINAL LAYOUT



## Appendix A

### COMPANY INFORMATION SHEET

Date	Company
Address	City/ State/Zip Code
Business Phone	Cell Phone
Contact	Email Address
Title	Signature
Firm Establish	Years in Business

I \_\_\_\_\_, representing the Bidder in an official capacity understand that the information furnished to the City of Charlevoix is true and correct and any misinformation may result in the cancellation of a purchase award. I have reviewed this bid packet and understand the products and services to be provided. I also understand that the City has sole discretion to reject or accept any or all portions of the proposal.

\_\_\_\_\_  
Signature and Title of Authorized Representative

\_\_\_\_\_  
Date

## **Appendix B**

### **Work Plan and Time Frame**

1. Provide your work plan and time frame in each area.
2. What is the time needed to complete this project?
3. Please provide detailed information on your warranty.
4. Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.

## Appendix C

### **LIST OF MUNICIPAL OR GOVERNMENT REFERENCES**

Please provide references from at least three clients for whom you have, within the past 18 months, procured comparable or substantially similar system and performed similar services. The City will contact references only if you are a finalist in the evaluation process.

1. Name of \_\_\_\_\_  
entity: Contact \_\_\_\_\_  
person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of services performed: \_\_\_\_\_
  
2. Name of \_\_\_\_\_  
entity: Contact \_\_\_\_\_  
person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of services performed: \_\_\_\_\_
  
3. Name of \_\_\_\_\_  
entity: Contact \_\_\_\_\_  
person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of services performed: \_\_\_\_\_
  
4. Name of \_\_\_\_\_  
entity: Contact \_\_\_\_\_  
person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of services performed: \_\_\_\_\_
  
5. Name of \_\_\_\_\_  
entity: Contact \_\_\_\_\_  
person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of services performed: \_\_\_\_\_

**Appendix D**

**BID SPECIFICATIONS**

**Professional Painting Services**

- **CONTRACTOR SUPPLIED MATERIALS:** All paint, spackle, caulking, tape(s), etc. will be supplied by the Contractor.
- **ORIGINAL CONTAINERS:** All paint, spackle, caulking, etc. shall be in original, clearly labeled, sealed manufacturer's containers.
- **STAIN BLOCKER:** An approved stain blocker (for graffiti) shall be used where needed.
- **ANTI-MOLD:** Anti-mold/mildew sealers and paints will be used in all areas after a chlorine solution/anti-mold solution is used, as a preparation treatment.
- **PAINT BRAND:** The paint manufacturer will be Benjamin Moore Aura or equivalent, for all paint used on this contract.
- **RECORDS:** The contractor will be responsible for maintaining an accurate schedule for the rooms/areas being painted and communicate with the Airport

**OTHER REQUIREMENTS**

- **SCHEDULE CHANGES:** Because of the logistics involved with municipal airport functions City of Charlevoix reserves the right to adjust, change, or modify the work schedule(s) as conditions dictate. If in the event the schedule is changed, the City of Charlevoix will notify the Contractor or the Contractor's on-site representative as soon as possible.

# ESTIMATE



## COMPLETE COATINGS

### Complete Coatings

2900 Healey Rd.  
Boyne City, MI 49712  
Phone: (231) 675-3265

**City of Charlevoix-Sarah Dvoracek**  
210 State Street  
Charlevoix, MI 49720

Estimate #      Airport Interior Painting  
Date              Proposal  
                         03/31/2022

Description	Total
Wallpaper Removal	\$12,450.00
Remove all wall paper and glue as necessary to ensure a smooth professional paint finish.	
Drywall Repair	\$6,825.00
Repair imperfections in drywall. Any major dings, cracks, holes etc will be sanded and filled with drywall mud to ensure a smooth professional paint finish. Removing wall paper generally is pretty damaging to the drywall underneath and will require a lot of work to restore the drywall to like new condition	
Ceiling	\$7,450.00
Apply one coat of flat white ceiling paint to all ceilings.	
Walls/Trim	\$22,725.00
Apply two coats of interior eggshell to all walls and two coats of interior semi gloss to all trim to be painted.	
Doors	\$4,875.00
Prep and paint all interior doors to be painted. Doors will need to be cleaned, sanded, primed and painted.	
Materials	\$5,500.00
Aura or equivalent wall paint, flat ceiling paint, trim paint, door paint, masking supplies, caulk, sanding supplies	

<b>Subtotal</b>	<b>\$59,825.00</b>
<b>Total</b>	<b>\$59,825.00</b>

**Notes:**

We anticipate this project taking three weeks or less. We figure about a week and half of prep/removal and about a week and half of painting.

This price is valid for 30 days

We require 40% down before we begin, and the balance upon completion.

We will provide three free color samples to help narrow down a final color. Any additional samples will be charged to the homeowner and the homeowners responsibility to pick up or we will pick up and bill the homeowner \$60/hr for travel time.

Any color changes after something has already been painted will be an extra charge and must be accompanied by a signed change order agreed upon between the homeowner and Complete Coatings before any additional work begins.

By signing this document, the customer agrees to services and conditions outlined in this document

---

City of Charlevoix-Sarah Dvoracek





Appendix A

**COMPANY INFORMATION SHEET**

3-31-22 Complete Coatings  
Date Company  
2900 Healey rd. Boyer City MI 49712  
Address City/State/Zip Code  
231 675 3265   
Business Phone Cell Phone  
Sam Oslin Sam@complete-coatings.com  
Contact Email  
Owner   
Title Signature  
 30+  
Firm Establish Years in Business

I Dillon Oslin, representing the Bidder in an official capacity understand that the information furnished to the City of Charlevoix is true and correct and any misinformation may result in the cancellation of a purchase award. I have reviewed this bid packet and understand the products and services to be provided. I also understand that the City has sole discretion to reject or accept any or all portions of the proposal.

Dillon Oslin - V.P.  
Signature and Title of Authorized Representative

3-31-22  
Date

## **Appendix B**

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### **Work Plan and Time Frame**

---

1. Provide your work plan and time frame in each area.
2. What is the time needed to complete this project?
3. Please provide detailed information on your warranty.
4. Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.

## **J Arnold Painting**

P.O. Box 535

Charlevoix MI 49720

[jarnoldpainting@gmail.com](mailto:jarnoldpainting@gmail.com)

Jeffrey D. Arnold

231-547-0540

Charlevoix Airport

210 State St

Charlevoix, Michigan 49720

3-28-22 Interior/Paint/Drywall Repair



<p>An interior proposal submitted to supply all labor and materials for painting to be completed inside the airport</p> <p>All wallpaper will be removed and drywall areas will be repaired prior to painting</p> <p>Any wallpaper glue that cannot be removed will be primed over with oil based primer then sanded</p> <p>Separate amount for drywall repairs... \$6,500.00</p> <p>All doors as discussed with Matt including office doors, area for pilots will be included</p> <p>All walls and ceilings will be painted with two coats after all prep work is completed including all door casings with two coats of paint</p> <p>And tell your entrance way including lobby, pilot area, island airways, office</p> <p>area not included will be file room</p> <p>Total amount of proposal includes all materials and labor to complete the interior</p> <p>Total amount for painting does not include drywall repairs, drywall repairs will be added to total painting price for a total amount of. (\$38,500.00)</p>		<p><b>\$32,500.00</b></p>
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## JOB SITE

### City of Charlevoix Comm-Int

111 Airport Dr 231-547-3605  
 Charlevoix, MI mattw@charlevoix  
 49720

## PREPARED BY

### Scott Feltner

Commercial Sales Associate  
 (616) 414-0836  
 sfeltner@certapro.com

## CLIENT

### City of Charlevoix

210 State St 231-547-3270  
 Charlevoix, MI  
 49720

## CLIENT CONTACTS

Matthew Wyman  
 Airport Manager  
**W:** 231-547-3605  
**E:** mattw@charlevoixmi.gov  
 210 State St  
 Charlevoix, MI 49720

## PRICING:

Base Price:	\$25,500.00
<b>Subtotal:</b>	<b>\$25,500.00</b>
<b>Total:</b>	<b>\$25,500.00</b>
<b>Balance</b>	<b>\$25,500.00</b>

## GENERAL SCOPE OF WORK

### Scope of work:

- \*All wall paper/vinyl will be removed, walls primed as needed, drywall damage skim coated and sanded as needed, primed and then 2 coated with premium paint from Sherwin Williams called Emerald in a matte sheen. This is a high solids, high hiding paint that is extremely durable and touches up well.
- \*Colors are to be provided by the City
- \*Ceilings that are drywall will be coated in Sherwin Williams CHB in extra white color and flat sheen
- \*Pre-painted doors and door jams will be scuff sanded and then coated in a direct to metal paint or aqueous epoxy in a semi-gloss sheen.
- \*CP will remove the vinyl base trim
- \*CP is aware that the base trim and new flooring will be installed after the painting
- \*Drywall dings will be patched prior to painting
- \*CP will move furniture to center of room
- \*CP will cover furniture and computers while working
- \*CP will work with the City to set up schedule to paint



## INCLUDES AND EXCLUDES

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### INCLUDES:

Man-lift for accessing tall walls and ceilings  
Labor and materials to complete project

### EXCLUDES:

Painting ceiling tiles  
Painting non-painted aluminum doors  
Installing vinyl base trim  
Touch ups from other vendors  
CP will not be responsible for moving electronics and computers

## SURFACE PREPARATION

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Prep Level 1: There is no warranty with this level. This level is not recommended at all due to the fact that we are not doing any prep.

Prep Level 2: Apartment Style Repaint. This level is a decent job fixing all "major" flaws, not addressing minor flaws. Ceilings: Address any major ceiling cracks, water damage stains, etc. Walls: Fix all structural cracks with drywall tape and durabond/mud, fix all major holes, address any flaws that "jump out" in a cursory inspection. Trim: Sand any obviously rough patches (seen from 6 feet), do not remove old paint off of glass.

Prep Level 3: Standard Residential (This is the standard level that our proposals are specified in) This level addresses all "major" flaws, and most "minor" flaws. A good residential job that most painting contractors would agree is a good job. Ceilings: Address any major or minor ceiling cracks, water damage, etc, fix major holes and major flaws that "jump out". Walls: Fix structural cracks with drywall tape and mud, fix all major and minor holes that can easily be seen from 3 feet. Keep in mind that what your eye sees may be different from what our eye see and vice versa, pole sand most wall surfaces to knock off burrs on the surface, caulk obvious cracks between walls and trim that can be seen from eye level. Eye level is at six feet , not 1' or 7' off the ground. Trim: Fill any divots in eye-level if they can hold filler. Eye level is at 6', not 1' or 7' off the ground, scuff sand all trim with 100 grit sandpaper to knock off burrs and smooth, remove all old paint off of interior glass.

Prep Level 4: Upgrade Residential. A great job. A clear step up from a "standard" residential paint job. Addressing all minor flaws that can be seen from 3 feet away. Fix many flaws that have been overlooked from several paint jobs. Only a 5-10 painting companies in the area could perform (if asked specifically). Ceilings: Smooth out any major "waves" in ceiling, fix minor holes and minor flaws that can easily be seen from 3' away. Walls: Aggressively attack major and minor stress cracks by "digging them out" and then taping and mudding them, fill all major and minor holes that can be seen from a 3' inspection, blend in areas that were previously spackled but not blended into the surrounding wall, heavy sand all wall surfaces with an electric palm sander to smooth, sand out runs on corners, fix joints between drywall sheets that have not been addressed in previous paint jobs so the joints blend into the wall, caulk any cracks between walls and trim that can be seen from any position (for example: the bottom edges of the window frames that can only be seen by looking up from the floor. Trim: Sand all trim with 50 grit sandpaper first to knock off major peeling paint and burrs, resand all trim with 120 grit sandpaper for smoother surface, use flexible sanding blocks to sand large relief of trim without compromising relief, fill all major and some minor divots in the trim that will hold filler, skim coat any door panels that are alligator-ed to smooth.

Prep Level 5: Decorator/Designer Standard. A job that a perfectionist could (should) be satisfied with. A job that is particularly hard to find fault with. A level that only 2-3 companies in the area could perform. Ceilings: Smooth out any major and minor "waves" in the ceiling, fix minor holes and minor flaws that can be seen from 1' away. Walls: Fill all major and minor holes that can be seen from 1' away, perform all "cut-in" with a hot dog(mini) roller rather than a brush so there is no "picture framing" around the outlets and trim. Trim: Skim coat all windowsills for glass finish, fill all major and minor divots in the trim that will hold filler, use dremel electric sander to get in tight relief to trim, attempt to remove paint from all hardware. Suggest brass refinishing (at an additional cost) or replacement of hardware if it's too far gone.

## CLEAN UP

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Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

## NOTES

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**10% DEPOSIT IS REQUESTED BEFORE WORK ON PROJECT CAN BEGIN**

**PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE ARE NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED.**

**OUR CERTAINTY SERVICES SYSTEM:** To ensure that the project meets your expectations, we will:

- Meet with you at the beginning of the project to ensure all information is up to date and accurate.
- Communicate with you daily to keep you informed of the progress of your job.
- Do a final inspection with you to verify complete satisfaction with the completed project.
- **Once the project is complete you will receive a request for a score on our performance and a request for a Google review. We would greatly appreciate your feedback regarding your experience. Please take a moment to put your review on Google and share your experience with your friends and family.**

**SCHEDULING:** Our office will call you directly to discuss potential start dates. Please let us know if you have any special considerations or deadlines and we will do our best to accommodate them.

**DEEP BASE COLORS:** The number of coats of paint are noted on the proposal and there will be an additional charge for additional coats. On rare occasions, certain deep base colors (such as dark reds) may require more than two coats for proper coverage or depth of tone. If, after two coats, you are not satisfied, we will fill out a change order and proceed to apply additional coats at \$50 per man hour and materials (if needed) to achieve your desired outcome.

**COLOR:** Do you need help with color selection? Here are some options:

1. See the Sherwin Williams Color Visualizer at <https://www.sherwin-williams.com/visualizer/>. This web site allows you to experiment with different colors and faux techniques in a variety of settings.
2. Go to CertaPro Color Advice at [www.certapro.com](http://www.certapro.com) - Click on the "color" button.
3. Color Swatches are available from CertaPro or other paint companies, such as Sherwin Williams and Benjamin Moore.
4. CertaPro Color Consultant - If you need interior design color advice, CertaPro will provide a free 30 minute color consult, each additional 30 minutes is \$30.

**WALLPAPER REMOVAL AND WALL PREPARATION:** Wallpaper removal and the ensuing wall preparation is very unpredictable. Sometimes the wallpaper comes off easily in large sheets, while other times it needs to be chipped off inch by inch. The condition of the walls can be in varied states: Sometimes they are smooth and need a minimum amount of preparation, and sometimes they need several coats of spackle to smooth. Because of this risk there may be an additional charge for time at \$50/man-hour if there is significant damage to the drywall behind the wallpaper. The wallpaper removal and wall preparation stage includes pulling off the paper, removing the glue, spackling the walls, sanding the walls, respackling the walls, re-sanding the walls, then priming the walls, all in order to arrive at a "paint ready" state. The oil primer required has a very strong odor.

**EPA:** CertaPro complies with all local, state and federal laws: including but not limited to the EPA Lead-Safe program. If you suspect lead, please notify us immediately.

**WARRANTY ON ALL WORK:** We warranty all work for 2 years: **SEE DETAILS BELOW**

**CHANGE ORDERS:** Modifications of this agreement by the Customer or CertaPro will require a change order with signatures from both parties.

**This offer is valid for 60 Days**

## **ADDITIONAL NOTES**

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### **ACCENT WALLS:**

If a customer decides to add an accent wall anytime after receipt of this proposal, an extra fee of 100 per Accent Wall will be added to the pretax total, due to the additional labor and materials required.

### **3rd COAT OF PAINT:**

There are certain paint colors (especially bold deep colors) that require more than two (2) coats of paint to achieve proper hiding. At the time of the estimate CertaPro Painters does not know what customer's final color choice will be, therefore, should customer select one of these hard to cover colors CertaPro Painters reserves the right to amend the proposal for the additional labor and materials.

**PAYMENT METHODS:**

We accept cash, checks and credit cards. The credit cards we accept are Visa & MasterCard. A 3.5% processing fee will be added to the project total if paing by credit card.

If paying with check please provide check made out to CertaPro Painters to the Job Site Supervisor assigned to your project. If paying by credit card please contact our office at (616) 414-2418

**PAYMENT TERMS:** The balance or payment in full is due upon completion of the project.

**SIGNATURES**

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\_\_\_\_\_  
CertaPro Painters  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Client Representative Name &  
Title

\_\_\_\_\_  
Client

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**PAYMENT DETAILS**

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**Payment is due:** In full upon job completion

**OPTIONAL WORK**

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The following items are **NOT INCLUDED** in your project but may be added for the additional cost listed below.

Item	Description	Price
Restroom Divider/Doors	Includes wire brushing of rust, spot priming and spray application to restroom dividers in mens and womens restroom. No guarantee future rusting will not occur.	\$850.00

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**COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT**

**RELATIONSHIP** — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

**COLORS** — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

**UNFORESEEN CONDITIONS** — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

**PROPOSAL** — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

**ATTENTION CLIENT:**



YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

### NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller Troy Hacker

DATE OF TRANSACTION \_\_\_\_\_

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Date)

### LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
  - mill-glazing from smooth cedar
  - ordinary wear and tear.
  - abnormal use or misuse.
  - peeling of layers of paint existing prior to the work performed by the Contractor.
  - structural defects.
  - settling or movement.
  - moisture content of the substrate.
  - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
  - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

Appendix A

**COMPANY INFORMATION SHEET**

<u>3/25/2022</u> Date	<u>CERTAPRO PAINTERS OF GRAND HAVEN</u> Company
<u>16770 FERRIS ST.</u> Address	<u>GRAND HAVEN, MI 49417</u> City/ State/Zip Code
<u>(616) 414-0836</u> Business Phone	<u>(616) 403-8734</u> Cell Phone
<u>SCOTT FELTNER</u> Contact	<u>Sfeltner@certapro.com</u> Email
<u>COMMERCIAL SALES ASSOCIATE</u> Title	<u>[Signature]</u> Address
<u>2012</u> Firm Establish	<u>10</u> Years in Business

I SCOTT FELTNER, representing the Bidder in an official capacity understand that the information furnished to the City of Charlevoix is true and correct and any misinformation may result in the cancellation of a purchase award. I have reviewed this bid packet and understand the products and services to be provided. I also understand that the City has sole discretion to reject or accept any or all portions of the proposal.

[Signature] COMMERCIAL SALES ASSOCIATE  
Signature and Title of Authorized Representative

3/25/2022  
Date



16770 Ferris Ave Grand Haven, MI, 49417

**Airport Work Plan:**

CertaPro Painters (CP) plans to begin work in the common sitting area early in the week when the flight traffic is at its lowest. Our goal is to have less work in common areas at the end of the week when the passengers typically arrive to travel. The office painting work and pilot area will commence at the end of the week unless notified by airport staff. CP remains flexible to change areas per the airport schedule if given a weeks notice. CP will be available to discuss a formal work plan to provide more details if needed.

**Time Needed:**

CP is planning on 2 weeks to complete the project. Interior temperature and humidity will affect the length of time required to cure the dry wall compound. We ask that the temperature be elevated to speed up dry time for the wall repairs.

**Warranty:**

Our warranty is provided on written proposal.

**List of comparable projects:**

CP has completed large scale assisted living interiors for American House. The scope of work was to remove all vinyl wall paper in all common spaces throughout the building. The building was about twice the size of the airport. We have included this firms contact person in our commercial reference list. Our firm has completed many building projects for this firm.

CP completed a full Hampton Inn Hotel vinyl removal and installation in Muskegon, Michigan and in South Haven, Michigan.

CP regularly completes vinyl removal for Ottawa County administration buildings as budgets allow.

Our firm completes similar smaller projects on a weekly basis for residential clients. Additional reference is available upon request.

## Commercial References

Name of Entity	Rite Aid Corporate Headquarters
Contact Person	Don Tebo
Address	30 Hunter Lane, Camp Hill, PA 17011
Phone	740-815-9949
Type of service performed	Completed over 75 Rite Aid exteriors

Name of Entity	American House Assisted Living
Contact Person	Ron Burnis
Address	23640 Research Dr., Farmington Hills, MI 48335
Phone	616-558-6890
Type of service performed	Wallpaper removal and complete restoration

Name of Entity	Woods Construction and Interiors (Kohl's)
Contact Person	Jeff Drew
Address	6396 Product Dr., Sterling Hts, MI 58312
Phone	810-533-2145
Type of service performed	Rebranded over 20 Kohl's stores

Name of Entity	Pioneer Resources
Contact Person	Dave Wilson
Address	1145 Wesley Building C Muskegon, MI 49442
Phone	231-670-5831
Type of service performed	Repaint of apartments

Name of Entity	Wilbur Products Inc.
Contact Person	David Wilbur
Address	12800 Meinel St. Nunica, MI 49448
Phone	231-206-4333
Type of service performed	Exterior paint and artwork on Motiv building



## **Interior Painting for the Airport Terminal Building**

Bid Opening at City Hall  
March 31, 2022 – 12:00pm

Bidder Name	Total Cost
J Arnold Painting Charlevoix, MI 49720	\$38,500
Complete Coatings Boyne City, MI 49712	\$59,825
CertaPro Painters Grand Haven, MI 49417	\$25,500

# CHARLEVOIX CITY COUNCIL

## All Other Actions and Requests

**TITLE:** Skate Park Operational Hours and Admission Fee Consideration

**DATE:** April 18, 2022

**PRESENTED BY:** Kent Knorr, Recreation Director

### BACKGROUND:

Last year, we restructured the operational hours of the skate park. Under our new structure, we opened the park daily from 8:00 AM to 8:00 PM. We continued to staff the facility from Noon-5:00 daily. Staff on site helped to ensure that the park is being inspected and offer supervision for younger users which is appealing to some parents. During the hours that we were staffed, staff collected revenue. During "open" times revenues were collected on an honor system using an honor tube.

We intend to continue open hours from 8:00 to 8:00 again this year. We are currently determining the hours that we will staff the facility. It is anticipated that we will reduce staffed hours of operation to roughly 20 hours a week.

Our admission structure last year generated \$2451 in daily and seasonal passes sold. In 2020, we generated \$1717 in revenue.

We would like City Council to consider not charging admission fees this year. Rather than daily fees or seasonal passes we will suggest "donations" to offset the cost of the skate park. Users would be able to donate online, at the facility when staff is on site, or in the honor tube.

In effort to compare our fee structure to other communities, we found only a handful of public skate parks that even have an admission policy.

In addition, Charlevoix Community Skatepark, Inc. will assist in seeking donations or sponsorship opportunities for the Skate Park.

### RECOMMENDATION:

Motion to direct the Recreation Department to waive admission fees at the Skate Park for the 2022 season.

# CHARLEVOIX CITY COUNCIL

## All Other Actions and Requests

**TITLE:** Visitor Center Gathering Space

**DATE:** April 18, 2022

**PRESENTED BY:** Lindsey Dotson, Main Street DDA Executive Director

### **BACKGROUND:**

Upon the removal of the Igloo Island from the Harbormaster building in late March, city staff have been working to find storage space for the igloos, chairs, heaters, and lighting. Instead of storing the Adirondak chairs and string lights, we are seeking permission to place them in the grassy area adjacent to the Chamber/Visitors Bureau building to spruce up an otherwise underutilized space in the summer. There would be no cost involved in this effort since the chairs and lighting are already in the City's possession.

### **GOALS:**

Enhance and showcase the outstanding quality of life in Charlevoix.

### **RECOMMENDATION:**

Motion to allow placement of Adirondak chairs and string lights in the grassy lot adjacent to the 109 Mason Street building.

### **ATTACHMENTS:**

- ▣ Photo of Lot
- ▣ Photo of Chairs











# CHARLEVOIX CITY COUNCIL

## All Other Actions and Requests

**TITLE:** Draft Revised Donation Acceptance Policy

**DATE:** April 18, 2022

**PRESENTED BY:** Mark L. Heydlauff, City Manager

### **BACKGROUND:**

In late March, Council requested I review the Donation Acceptance Policy and add some more detailed direction for the Planning Commission. I've done this in two areas:

For donations in a public park, the Planning Commission would need to affirmatively find the donation in keeping with the Master Plan and the Parks and Recreation Master Plan.

For all donations of a fixed asset for land-altering gifts, the Planning Commission would need to determine the following:

- The donation is in keeping with the spirit and design intentions of the public space and protects and preserves the natural resources of the City
- There is sufficient funding (either through a donated endowment or through City operations) to cover long-term costs and maintenance of the donation
- Determination of no-adverse affect from the gift either in financial cost or reputational harm to the community

Because a small committee had been established in both 2013 and 2015, I reached out to two of those folks for their comments on the revised draft since I took the liberty to update it and reformat it. As I get their feedback, I'll update you and this draft.

### **GOALS:**

Provide strong stewardship of public resources and promote good governance

### **RECOMMENDATION:**

Council discussion and direction.

### **ATTACHMENTS:**

- Draft Revised Donation Acceptance Policy



## **Donation Acceptance Policy**

### ***Revised Draft for City Council Consideration***

***April 18, 2022***

#### **POLICY PURPOSE**

The City appreciates the generosity of donors who offer improvements for the community. The residents of the Charlevoix have a well-established record of giving their time, talent and treasure to events, causes, and improvements in the community. The purpose of this policy is to establish guidelines, standards and procedures for the acceptance of gifts to the City, including the installation, long-term maintenance and operation of donated elements to the City which will enhance the quality of life. The City desires to encourage donations while at the same time considering aesthetic impacts and on-going maintenance and operational costs.

#### **BACKGROUND**

In 2013, a Donation Acceptance Committee was formed to develop a policy for the consideration and acceptance of gifts (whether funding for a specific purpose, a specific feature or item, or a building). The policy was adopted in September 2013 and established the public review process and criteria to evaluate a proposed donation.

The City Council resurrected the committee in 2015 to review potential changes. The revised policy was approved by City Council on October 19, 2015.

At the request of City Council in March 2022, the City Manager was asked to review the policy for potential further direction to the Planning Commission on how it considers gifts. The review included a recodification of the past work on the policy and its contents.

#### **POLICY REVIEW**

This policy will be reviewed at least annually by City Council and the Planning Commission; revisions and changes may be made. An updated copy will be kept on the City's website.

#### **PROCEDURE FOR MAKING A DONATION**

The City Council shall have the full and final authority to approve or deny all gift proposals. To promote an efficient review process though, as well as to prevent disappointed expectations, prior to preparing a written proposal the donor or donor's representatives should contact the City Manager's Office to discuss a proposed gift. Such pre-application meeting can assist both the prospective donor and the City in determining whether a gift will meet the criteria contained in this policy. City staff or City Council may request additional information including but not limited to scaled drawings, artist's renditions or other documents to better illustrate the exact nature of the donation. The City may choose to consult with other agencies or organizations in the review process.

## CONSIDERATION GUIDELINES

### *Financial Gifts for Programming or Improvement Funds*

Financial gifts are the easiest and preferred method of donation since the final outcome of a project is ultimately directed by City Council. Contributions without condition in the form of cash or other monetary instruments will automatically be accepted and can be directed to various causes.

Donations can be sent to several funds at the Charlevoix County Community Foundation intended for the benefit of the City:

- Charlevoix Canopy Fund—to support long-term tree planting in the city
- Brookside Cemetery Improvement Fund—to support long-term projects at the Brookside Cemetery
- Charlevoix Dog Park Fund—to support long-term operation and improvement to the dog park
- Mt. McSaubia Recreational Area Fund—to support the activities of Mt. McSaubia

In addition to these funds, the City can accept cash donations for a variety of projects and purposes to the various funds of the City including:

- Housing Fund
- Park-specific improvement funds
- Skate Park
- Scholarships for youth skiing and day camp
- Junior Golf or the golf course generally
- Mt. McSaubia

Additionally, the City may directly or through a third party, work to raise funds for a specific project from time to time. In the past, this has included efforts to create the Dog Park and improve Hoop Skirt Alley through Junior Main Street.

### *Gifts of Fixed Assets and Equipment/Vehicles*

Gifts intended for installation on public land (including parks) as well as gifts of equipment, vehicles, boats or facilities often involve considerations of aesthetics, costs, and compatibility. These features shall be evaluated using the following criteria:

1. Aesthetics- The community has an interest in ensuring the best appearance and aesthetic quality of public lands and facilities. Donations and their recognition shall reflect the character and be consistent with the intended surroundings.
2. Requirement of Maintenance/Repair- Since donated elements and their associated recognition become City property, the community has an interest in ensuring that all elements remain in good repair. Elements must be of a quality to ensure a long life, be resistant to weather, wear and tear, and acts of vandalism.
3. Requirement of Consistency with Current and Future Use- Proposed donations should not substantially interfere with the intended current or future use of the land or facility.
4. Uniqueness of the Proposed Gift
5. Whether the Proposed Gift Requires Relocation, Removal or Installation of Other Equipment or Infrastructure to Accommodate the Donation
6. Absence of Substantial Impact on Public Health and Safety and/or Welfare
7. Costs Associated with the Proposed Gift- The City also has an interest in knowing in advance the full cost which may be associated with a gift, namely those which may relate to purchase,

installation, maintenance and operation during the gift's expected life cycle. In the ordinary course the amount of the gift must be sufficient to cover all such expenses.

- a. Neither purchase nor installation shall commence until the donor's gift has been completed and funds have been received by the City for such purposes.
- b. Gifts requiring on-going operation and maintenance which are estimated to exceed \$5,000 annually must include an additional amount sufficient to defray that expense for twenty years. Example: \$5000. maintenance annually for twenty years = \$100,000.
- c. In rare and unusual circumstances where the City has determined that the value of the gift substantially exceeds the cost associated therewith, these requirements may be waived, but only after appropriate notice and public hearing.

Fixed asset gifts for public land shall be reviewed first by City Council who shall determine whether the gift is reasonably appropriate for use somewhere in the City, if it finds the answer is yes, it shall determine what City departments and/or boards should also review it (such as the Department of Public Works, Marina, Shade Tree and Parks Commission, Recreation Advisory Committee, etc).

Following reviews and reports from these groups, the Planning Commission shall review the proposed donation and the findings of these other bodies to make a recommendation to Council. Based on the above criteria, the Planning Commission shall determine the following:

- The donation is in keeping with the spirit and design intentions of the public space and protects and preserves the natural resources of the City
- There is sufficient funding (either through a donated endowment or through City operations) to cover long-term costs and maintenance of the donation
- Determination of no-adverse affect from the gift either in financial cost or reputational harm to the community

#### *Memorial Plaques*

Plaques will be limited in use and small in scale when recognizing donations. Aside from plaques already contemplated for benches and tables and to ensure uniformity of appearance and good taste, the language of such plaques shall also be approved by the City. Donation acknowledgments and memorial plaques shall be made of bronze and be of the highest quality, life and durability. In cases where bronze plaques are not feasible, other alternative types may be considered.

#### *Gifts in City Parks*

In cases of donations to City parks which may reasonably affect the park or its immediate surroundings, the City Council shall hold a public hearing for such purpose to invite comment from the community with respect to impact on view corridors, safety, potential for noise generation, and compatibility with the aesthetic features of the park.

Prior to consideration by City Council, the Planning Commission will need to affirmatively find the donation in keeping with the City's Master Plan and Parks and Recreation Master Plan where applicable. Donations not consistent with these plans shall be declined with appreciation.

#### *Benches and Tables*

The City will maintain a map of future locations for donated benches and tables. These must be of uniform character and donors may choose locations from the map for their donation. Donors pay costs

for the bench or table and the City will install them as time allows when they are received. Plaques may be placed on these in keeping with past practice.

#### **INSTALLATION OF FIXED-ASSET OR LAND ALTERING DONATION**

Once a gift of a fixed asset or land-altering donations are received (projects not planned and executed by City staff), a written agreement will be developed between the donor, any and all licensed contractors used in the donation, and the City. This contract will determine payment, expectations for final results, and performance bonds as necessary for reimbursement for unplanned expenses or failures of the project. Costs for bonds and all aspects of the project will be borne by the donor. The City shall have sole discretion to determine the time and manner of construction. Various aspects of state and federal law may apply for work on public land and within public rights of way.

#### **REMOVAL and RELOCATION**

The City reserves the right to restore, relocate, remove or relinquish donations. This decision shall be made based upon the best interests of the City. Upon receipt of a donation, donated property becomes the sole property of the City of Charlevoix; disposal, sale, or other actions related to the donation shall be made by the City.

#### **VETERANS and MILITARY MEMORIALS**

Memorials honoring veterans and military memorial or improvements to existing memorials should be looked at on a case by case basis and approved at the discretion of City Council according to this policy.

#### **OPPORTUNITIES FOR FUTURE GIFTS**

The City will regularly identify a list of projects that would be desirable for the community. Donors unsure how to provide a meaningful benefit to the community could consult this list and provide funds for these purposes as described above:

- Upgrade the Michigan Beach access steps along Michigan Avenue
- Improve playground equipment at Depot Beach, Ferry Beach and Mt. McSauba
- Combined recycling/trash receptacles in the downtown (Big Belly units)

# CHARLEVOIX CITY COUNCIL

## Reports and Communications

**TITLE:** City Manager's Comments

**DATE:** April 18, 2022

**PRESENTED BY:** Mark L. Heydlauff, City Manager

### **BACKGROUND:**

#### **A. US EPA Open House**

In Spring 2022, the U.S. Environmental Protection Agency and the U.S. Army Corps of Engineers (USACE) plan on completing soil and soil gas sampling to design soil excavations and an Air Sparging/Soil Vapor Extraction pilot test. EPA will also conduct groundwater sampling for per- and polyfluoroalkyl substances (PFAS) this spring, as follow-up for groundwater sampling conducted by the Michigan Environment, Great Lakes, and Energy (EGLE) last fall. EGLE will bring their new sonic drilling rig to the site to help complete soil borings and wells. Area residents may notice construction workers and heavy equipment during drilling operations. Some noise and ground vibrations may be noticed by residents close to the worksites. All work will be conducted during normal business hours.

May 5 Open House (In-Person)

U.S. EPA, USACE, EGLE and the Michigan Department of Health and Human Services will host an open house on May 5. In this event, representatives from the agencies above will be available to talk one-on-one with residents and interested parties regarding the cleanup project. If you have questions about the open house or if you need special accommodations to attend, contact Charles Rodriguez below.

When: May 5, 2022, 3 – 6 p.m.

Where: Charlevoix Michigan Beach Park Pavilion  
95 Grant St, Charlevoix, Michigan

#### **B. USDA Grant for Farmer's Market**

Thanks to Recreation Assistant/Farmer's Market Manager Beth Anzell, we received just over \$4,000 from USDA in support of our Farmer's Market. This will be used to purchase a new tent, banners, and other items for the market.

#### **C. New Agenda Packet System**

We appear nearly ready to roll out the new CivicClerk agenda system. We have staff training today and should be ready to use it for the next City Council packet. I'll keep you advised via email of directions for access. Most simply, you (and the public) can access the agenda with the button on our website titled "Agendas and Minutes."

### **ATTACHMENTS:**

- ❑ Planning Commission Minutes 03/14/2022
- ❑ Police Activity Report for March 2022



**CITY OF CHARLEVOIX  
PLANNING COMMISSION MEETING MINUTES  
COUNCIL CHAMBERS, CITY HALL, 210 STATE STREET  
Monday, March 14, 2022 - 6:00 p.m.**

**A. Call to Order**

The meeting was called to order at 6:00 p.m. by Chair Waddell.

**B. Roll Call**

Chair:	RJ Waddell
Members Present:	Sherm Chamberlain, Annemarie Conway, Toni Felter, Mary Millington, Jennifer Muladore, Maureen Radke
Members Absent:	Reid Beegen
Staff Present:	Jennifer Neal, Planner, Jonathan Scheel, Zoning Administrator

**C. Inquiry into Potential Conflicts of Interest**

**D. Approval of the Agenda**

Motion by Member Chamberlain, seconded by Member Millington to approve the agenda as presented. **Motion carried by unanimous voice vote.**

**E. Approval of the Minutes**

1. February 14, 2022 Minutes

Motion by Member Felter, seconded by Member Radke to approve the minutes of February 14, 2022 as presented. **Motion passed by unanimous voice vote.**

**F. Call for Public Comment Not Related to Agenda Items**

**G. New Business**

1. Pine River Channel Northside Planting Donation

Chair Waddell explained that the City Council had asked the Planning Commission to review the Pine River Channel Northside Planting Donation and provide a recommendation. Planner Neal stated the applicant, Silver Linings Charlevoix, has provided revised drawings and descriptions of plantings for the greenspace along the Pine River Channel.

Scott Philp, Landscape Logic, presented a revised design which included collective feedback from the community.

The public comment period was opened and two were heard.

Motion by Member Millington to follow the Master Plan and leave our soils and our shores alone and that the City not accept this donation as presented. Motion failed due to lack of a second.

Motion by Member Felter, seconded by Member Conway to recommend approval to the City Council of the proposed drawings and plant descriptions with following caveats: must utilize best practice for planting, that we are managing the project for erosion not just for regular watering, but for inclement weather, and that it is fully funded for purchase of materials as well as for the maintenance, and that ramp construction {shall} not take place during the peak tourist time. **Motion carried, with one member opposing.**

2. Site Plan Review: 211 Bridge Street

Zoning Administrator Scheel stated the applicant, 211 Bridge Street Associates LLC, has provided applications and plans for the site plan review of 211 Bridge Street. He stated this is an existing building and the applicant wanted to change some office space on the second floor and basement to residential with retail on the first floor of which all of the proposed uses are permitted. The main reason the issue was in front of the Planning Commission was because the site plan included a rooftop deck.

Roman Bonislowski from Ron and Roman Architects of Birmingham, MI described details of the proposed project including three (3) R-1 type residential units for short-term rentals on the second floor with an elevator to the rooftop and the basement levels. He stated that this type of project would be a perfect location for the rooftop deck/patio that overlooks Bridge Street and Round Lake, and because of the current slope of the roof it would allow for screened mechanical units that would not be part of the deck space. He stated the proposal included the addition of two (2) full-time residential units on the basement level. He further described the proposed secondary staircase and changes to the rear of the building, lighting, and fire suppression system. Mr. Bonislowski responded to questions from the Planning Commission Members.

Zoning Administrator Scheel presented in detail the ordinance standards, staff report for the project, the findings of fact and potential conditions. Chair Waddell read the findings of fact as included in the staff report. He stated that the Fire Department is supposed to review these proposals before they come to the Commission, but that had not happened before the meeting.

The public comment period was opened, and none were heard.

Motion by Member Conway, seconded by Member Millington to approve Project 2022-1-SPA with conditions including: that the project receives Fire Department approval, that the building is harmonious with the other character of downtown Charlevoix, that they receive approval from the City for the 15' overhang in the rear of the building, and that there will not be a barbecue or fire pit on the roof deck. **Motion carried by unanimous voice vote.**

3. 1002 May Street Project Proposal

Chair Waddell stated Matt Giuliani had previously presented a project proposal for 1002 May Street in December 2021. Mr. Giuliani stated he hoped to be back in the next 30-60 days with a revised plan. Discussion followed among the Board members and Mr. Giuliani regarding possibilities for the property, potential issues with the two and three-quarter lots involved, and the private road adjacent to the property. No action was taken.

**H. Old Business**

1. Master Plan Update

Chair Waddell stated he had met with Planner Neal last month to go over all the changes that the Commission had made to the Master Plan from the January meeting. He stated that there were two changes that happened that he wanted to introduce to the members because they were not discussed at the meeting:

- a.) City Center Residential – Housing Character – new fourth line to read: “multi-family units incorporated into multi-story mixed use buildings may be appropriate on the periphery of the neighborhood where use intensity increases.”
- b.) Industrial – Chair Waddell expressed concern about using Industrial zoned property in the City for residential uses.

Planner Neal proceeded to review Chapter 8: Implementation whereby the Commission would identify actions and strategies to implement the policies that are addressed in the Master Plan.

Motion by Member Millington, seconded by Member Chamberlain to extend the meeting by ten (10) minutes. **Motion carried by unanimous voice vote.**

Planner Neal suggested the Commission begin to strategize the implementation phase and have a more in-depth discussion on the action items and present some new methods and actions at the next meeting. Chair Waddell commented that the Commission did need to schedule a joint meeting with Charlevoix Township in 2022. Chair Waddell encouraged Commission members to email suggested changes to Planner Neal before the next meeting.

**I. Staff Updates**

**J. Request for Next Month's Agenda or Research Items.**

Chair Waddell stated that next month they would have the Implementation Plan on the agenda and one or two potential new projects.

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

Meeting adjourned at 8:11 p.m.

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Sarah Dvoracek/fgm

City Clerk

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R.J. Waddell

Chair

# CITY OF CHARLEVOIX

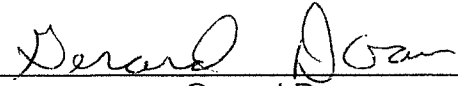
## Police Activity Report for the Month of March 2022

ITEM	NUMBER THIS MONTH	THIS MONTH LAST YEAR	TOTAL THIS YEAR	TOTAL LAST YEAR
TRAFFIC CITATIONS	16	18	30	31
TRAFFIC WARNINGS	94	114	285	200
MOTORIST/CITIZEN ASSIST	16	17	51	41
ASSIST OTHER DEPT	26	35	70	67
FELONY ARRESTS	0	0	1	1
MISDEMEANOR ARRESTS	3	1	6	5
TRAFFIC CRASH: 9300-1	9	6	19	11
TRAFFIC CRASH: 9300-2	2	1	5	3
GENERAL ASSISTS	428	174	1,110	373
MEDICAL RESPONSES	9	4	21	7
LIQUOR INSPECTIONS	3	0	36	0
ORIGINAL COMPLAINTS	24	24	56	53
COMPLAINTS CLOSED	31	9	62	26
COMMERICAL/RESIDENTIAL	47	93	118	206
PARKING/SNOW TICKETS	3	6	117	152
METER TICKETS	0	0	0	15
PATROL MILES	4,637	5,049	13,727	11,539

TOTAL MILEAGE #87-1    1080

TOTAL MILEAGE #87-2    0

TOTAL MILEAGE #17      3557

  
 Gerard Doan  
 Chief of Police