



# City of Boyne City

Founded 1856

319 N. Lake Street

Boyne City, Michigan 49712

Phone 231-582-6597

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

Fax 231-582-6506

BOYNE CITY  
CITY COMMISSION REGULAR MEETING  
Boyne City Hall  
319 North Lake Street  
Tuesday, September 11, 2018 at 7:00 p.m.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CONSENT AGENDA  
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission, staff, or the public may ask that any item(s) on the consent agenda be removed and placed as the last item under new business to receive full discussion. Such requests will be automatically respected.
  - A. Approval of the August 28, 2018 City Commission regular meeting minutes as presented
  - B. Approval of the August 31, 2018 Joint City Commission – DDA Work Session minutes as presented
  - C. Approval to select Mayor Neidhamer as our voting delegate and Mayor Grunch as our alternate for the business meeting at the MML's 2018 Annual Convention and authorize the City Clerk / Treasurer and / or City Manager to complete any required paperwork
4. HEARING CITIZENS COMMENTS (on non-agenda items; 5 minute limit)
5. CORRESPONDENCE
  - A. Invitation to the Michigan Municipal League's Inaugural Community Expo & Seminar on Tuesday October 23, 2018 at the Comfort Inn in Mt. Pleasant
  - B. Communication from Patricia Frey from Main Street America
  - C. Communication from Dan Gilmartin with the Michigan Municipal League regarding his recent drive through Boyne City
  - D. Correspondence from Boyne City Public Schools thanking the Police Department
  - E. Invitation from Charlevoix County to the dedication of Phase 2 of the Boyne City to Charlevoix Non-Motorized Trail on September 21, 2018 at 3:00 p.m.
6. CITY MANAGER'S REPORT
7. REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES
  - A. Draft minutes of the August 2, 2018 Main Street Board Meeting
  - B. Draft minutes of the August 2, 2018 Parks & Recreation Board meeting
  - C. Draft minutes of the August 20, 2018 Planning Board Meeting
  - D. Draft minutes of the August 23, 2018 Airport Advisory Board Meeting

An Equal Opportunity Provider and Employer

**Hometown Feel, Small Town Appeal**

8. OLD BUSINESS

A. Goals Process Adoption

Consideration to review the revised goals, make any appropriate changes, consider them for adoption and determine the preferred timeframe for a Joint Board and Commission meeting regarding goals

9. NEW BUSINESS

A. C2AE Construction Engineering Services

Consideration to approve an agreement with C2AE for the construction phase services for the West Michigan Water Main Extension project in the amount of \$19,200 and authorize the City Manager to execute the documents

10. GOOD OF THE ORDER

11. ANNOUNCEMENTS

- The next regular City Commission meeting is scheduled for September 25, 2018 at noon

12. ADJOURNMENT



Scan QR code or go to  
[www.cityofboyne.org](http://www.cityofboyne.org)  
click on Boards & Commissions for complete  
agenda packets & minutes for each board

*Individuals with disabilities requiring auxiliary aids or services in order to participate in municipal meetings may contact Boyne City Hall for assistance: Cindy Grice, City Clerk/Treasurer, 319 North Lake Street, Boyne City, MI 49712; phone (231) 582-0334*

**AUGUST 28, 2018  
REGULAR MEETING**

RECORD OF THE PROCEEDINGS OF THE REGULAR BOYNE CITY COMMISSION MEETING DULY CALLED AND HELD AT BOYNE CITY HALL, 319 NORTH LAKE STREET, ON TUESDAY AUGUST 28, 2018

**CALL TO ORDER**

Mayor Neidhamer called the meeting to order at Noon followed by the Pledge of Allegiance.

Present: Mayor Tom Neidhamer, Mayor Pro-Tem Ron Grunch, Commissioners Hugh Conklin, Sally Page and Dean Solomon

Absent: None

Staff: Michael Cain, Jane Halstead, Scott McPherson, Jeff Gaither, John Lamont, Barb Brooks, Patrick Kilkenny

Others: There were 10 citizens in attendance including a representative from the Petoskey News Review.

**CONSENT AGENDA  
MOTION**

2018-08-098  
Moved by Grunch  
Second by Page

Approval of the August 14, 2018 City Commission regular meeting minutes as presented  
Approval to purchase materials and equipment as requested by the Heritage Center and recommended by the Historical Commission at a cost not to exceed \$1,700.00

Ayes: 4  
Nays: 0  
Motion carried

**CITIZENS COMMENTS**

Chamber Director Ashley Cousens announced that the Boyne City Chamber of Commerce will host a housing forum Wednesday August 29th at 1:00 p.m. at City Hall. The public is invited.

**CORRESPONDENCE**

Mayor Neidhamer received an invitation to a reception at the upcoming MML Conference.

**CITY MANAGERS  
REPORT**

City Manager Cain reported:

- A storm rolled through town last night. Straight line winds brought down trees and power lines in the City. 140 + are without power. No reports of significant injuries or damage to buildings
- Communications issues between a pump and a water reservoir caused low water pressure this morning North of Division. The problem has been resolved and pressure is being restored
- New kayak racks which were donated by Bulmann Dock & Lift have been installed at Riverside Park and Veteran's Park
- A public meeting on parking will be held tonight at 6:00 p.m. at City Hall

- There will be a West Michigan/Woodland pre-construction meeting at 6:30 on Wednesday at City Hall
- The airport will be closed at noon on Saturday thru 8:00 p.m. on Sunday for the Drag Race
- Rubbish collection will wrap up on Thursday, September 6<sup>th</sup>
- The County Household Hazardous Waste Event is September 14<sup>th</sup> and 15<sup>th</sup>. Reservations can be made beginning September 4<sup>th</sup>.
- Our new police officer Jake Michaels will be sworn in Tuesday, September 4<sup>th</sup> at 10:00 a.m. at City Hall

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**REPORTS OF  
OFFICERS, BOARDS  
AND STANDING  
COMMITTEES**

July, 2018 Financial Statement received and filed.

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**City Wide Goals**

City Manager Cain revealed the six community-wide goals which were identified at the August 7<sup>th</sup> City Commission work session. These goals were developed through a process which started with a public survey and a public work session after which the results were tabulated and reported back to the City Commission and the public. Today's reveal is to determine if the efforts by staff to compile the data captured the Commissioner's intent and expectations. Cain asked that the Commissioners review the results and provide input on modifications if necessary prior to the goals being released for public input and suggestions. Consideration for formal adoption of the goals is scheduled for the City Commission meeting on September 11<sup>th</sup>.

Staff Comments: None

Citizens Comments: Diane Rosinski addressed the Commissioners and stated that is important to retain youth and that it should be a goal. We have an excellent K-12 system and we spend a lot of tax money to educate our students and we need to keep them here. We should train our youth in education, hospitality and health care related jobs.

City Manager Cain responded stating that retaining youth was one of the goals identified during the goal setting process. It was decided that that goal filtered into all the other goals established. If we work to accomplish the other goals such as housing and good jobs, young people will be attracted to Boyne.

Board Discussion: Commissioner Grunch would like to see the format of the CIP changed to include return on investment and have it be a 1 sheet document. He would like to it to include existing parks and recreation projects so we can track what has been accomplished and what our goals are.

Commissioner Page is interested in the downtown areas and housing – would like to see a boarding situation for workers.

Commissioner Solomon would like to make the goals more action orientated and meaningful. He would like to sharpen the language

and include what the City can specifically do to reach the goals. Two years from now how will know if we are successful? We need to give ourselves some benchmarks.

Commissioner Conklin agrees we are making progress. What is the next step – we need to determine action items

Mayor Neidhamer agrees we need to create action items and determine a method to measure success.

All are in agreement. Goals will be fine-tuned between now and September 11th.

### **Parking Study Presentation**

Because Boyne City is a Redevelopment Ready Community, the MEDC working through the MML provided for a parking study to be conducted. Annaka Norris of Rich & Associates reviewed the results of the study which was conducted in Boyne City in June. They researched parking inventory, did a turnover analysis and conducted over 20 interviews with business owners when they were here. Preliminary recommendations include getting more bicycle racks, improving signage and enforcing parking rules. Municipalities should control at least 50% of parking. Shared use parking is good. Some type of agreement between privately owned lots and the city can benefit everyone. The Commissioners are asked to provide feedback prior to the end of next week so that Rich & Associates may conclude their report.

### **Veteran's Memorial Three Brothers Monument**

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Consideration to approve the request from the Veteran's Memorial Committee to install a monument on the current memorial site in Veteran's Memorial Park to honor the three Labrecque brothers and work with City staff regarding the exact location of placement.

City Manager Cain reviewed the request from the Veteran's Memorial Committee to install a monument on the site of the current Memorial in Veteran's Park to honor the three Labrecque brothers who lost their lives in World War II. The monument will include a hat, gun and boots on a platform and will contain a plaque for each brother. The exact location has yet to be determined. The memorial is being paid for with funds from the sale of Gorge Lasater's book. This has been reviewed and supported by the Parks and Recreation Committee and Cain recommends approval as well.

Staff Comments: None

Citizens Comments: None

Board Discussion: All are in support

### **MOTION**

2018-08-099

Moved by Solomon

Second by Conklin

To approve to install a monument recognizing the three Labrecque brothers as presented and work the City staff regarding the exact location and installation.

Ayes: 4  
Nays: 0  
Motion carried

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**Good of the Order**

Topics to address at future meetings include the property off of Robinson Street and diving off the City docks.

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**Closed Session  
MOTION**

2018-08-100  
Moved by Neidhamer  
Second by Grunch

To approve the request of the City Manager to go into closed session to consider the purchase of real property as provided in MCL 15.268 (d) of the Michigan Open Meetings Act (PA 267 of 1976) at 1:26 p.m.

Ayes: 5  
Nays: 0  
Motion carried

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**Return to Open Session  
MOTION**

2018-08-101  
Moved by Neidhamer  
Second by Grunch

To return to open session at 2:01 p.m.

Ayes: 5  
Nays: 0  
Motion carried

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**ADJOURNMENT**

Motion by Mayor Neidhamer to adjourn the Regular City Commission meeting of Tuesday, August 28, 2018 at 2:06 p.m.

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Tom Neidhamer  
Mayor

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Jane Halstead  
Recording Secretary

**AUGUST 31, 2018  
WORK SESSION  
MEETING**

RECORD OF THE PROCEEDINGS OF THE BOYNE CITY COMMISSION/DDA JOINT WORK SESSION MEETING DULY CALLED AND HELD AT BOYNE CITY HALL, 319 NORTH LAKE STREET, ON FRIDAY, AUGUST 31, 2018

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**CALL TO ORDER**

Mayor Neidhamer called the meeting to order at 10:03 a.m.

City Commission Present: Mayor Tom Neidhamer, Mayor Pro-Tem Ron Grunch Commissioners Hugh Conklin, Sally Page and Dean Solomon

Main Street Board Members Present: Chris Bandy, Michelle Cortright, Becky Harris, Patrick Little, Pat O'Brien and Rob Swartz

Absent: Jodie Adams, Don Ryde (Main Street Board)

Staff: Michael Cain, Jane Halstead and Kelsie King-Duff

Others: There were no citizens in attendance.

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Moved by Cain  
Second by Bandy

To excuse Jodie Adams and Don Ryde from a meeting of the Main Street Board.

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**Closed Session  
MOTION**

2018-08-102  
Moved by Grunch  
Second by Solomon

Moved by Little  
Second by Swartz

To approve the request of the City Manager to go into closed session to consider the purchase of real property as provided in MCL 15.268 (d) of the Michigan Open Meetings Act (PA 267 of 1976) at 10:05 a.m.

Ayes: 12  
Nays: 0  
Motion carried

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Patrick Little, Rob Swartz and Pat O'Brien left during the closed session so the Main Street Board no longer had a quorum.

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**Return to Open Session  
MOTION**

2018-08-103  
Moved by Neidhamer  
Second by Grunch

To return to open session at 11:15 a.m.

Ayes: 5  
Nays: 0  
Absent: 0  
Motion carried

**ADJOURNMENT**

Motion by Mayor Neidhamer to adjourn the City Commission work session meeting of Friday, August 31, 2018 at 11:15 a.m.

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Tom Neidhamer  
Mayor

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Jane Halstead  
Recording Secretary

DRAFT



# City of Boyne City

# MEMO

Date: September 7, 2018

To: Mayor Neidhamer and the Boyne City City Commission

From: Michael Cain, City Manager *Mc*

Subject: MML Convention Delegates

As the Commission is aware the annual Michigan Municipal League (MML) convention is coming up in Grand Rapids the 19-22 of this month. We need to select an official voting delegate for their business meeting of the convention. I would recommend we have an alternate or two as well.

Out of the four Commissioners scheduled to attend I would recommend Mayor Neidhamer be selected as our delegate and Mayor Pro Tem Grunch as our alternate. The Commission is welcome to appoint whoever it wishes to fill these roles.

**RECOMMENDATION:** That the City Commission select Mayor Neidhamer as our voting delegate and Mayor Pro Tem Grunch as our alternate for the business meeting at the MML's 2018 Annual Convention and authorize the City Clerk/Treasurer and/or City Manager to complete any required paperwork.

**Options:**

- 1) Deny the request.
- 2) Select another other delegate and/or additional or other alternates
- 3) Other options as determined by the City Commission.



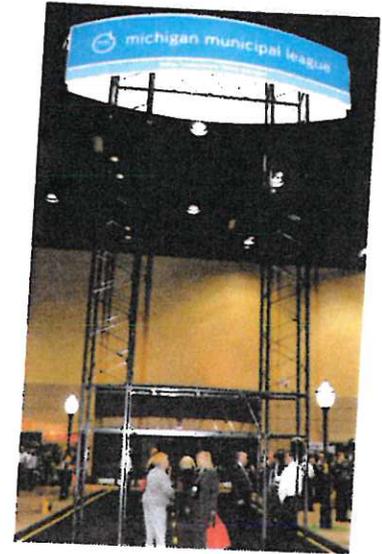
YOU'RE INVITED TO THE Michigan Municipal League's Inaugural COMMUNITY EXPO & SEMINAR! Comfort Inn & Suites, Mt Pleasant, MI 48858

We're excited about our very first Community Expo & Seminar and we'd like YOU to be part of it! As one of the top decision-makers in your community, we encourage you to come explore the products and services that help your municipality run smoothly.



We've lined up six breakout sessions on topics that provide solutions to issues in your community including:

- More for Less: The Surprising Way to Save Money on Infrastructure Projects
- Data Driven Decision Making—Leveraging innovation and critical strategic planning
- Municipalities and the Healthcare Landscape
- For a complete list of sessions, please visit [mml.org/communityexpo](http://mml.org/communityexpo)



WHEN?

Tuesday, October 23, 2018
Check-in & Light Breakfast: 9:00 am-10:00 am
Program & Expo Hours: 9:00 am-3:30 pm
Networking Reception: 3:30-5:00 pm

COST?

\$35 for League members, Business Alliance
Participants must be exhibiting to attend.

Registration includes DISCOUNTS for the Annual Expo at Capital Conference!

Michigan Municipal League

675 Green Road
Ann Arbor, MI 48105

FIRST CLASS
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ANN ARBOR, MI

Mr. Michael C. Cain
City Manager
Boyne City
319 N. Lake St.
Boyne City, MI 49712-1101



# THANK YOU

July 17, 2018

Mila,

Thank you for all of your time and efforts in June - our Board Meeting was a success - they loved Boyne City! You have so much to be proud of and we are honored to have Boyne City as part of our Network.

See you at ICMA in Fall?

With respect and admiration,



Dahle

Mike,

7/19/18

I drove through your fine community earlier this week (no time to stop to say "Hi", sorry). I wanted to let you know that I was beyond impressed with the progress in your city. It's been a few years since I really looked around and the improvements made are fabulous.

You should all be very proud of the progress. Keep moving forward!

Dan



## Boyne City Public Schools

Excellence in Academics, Arts & Athletics

Central Office • Patrick Little, Superintendent • 321 South Park St. • Boyne City, MI 49712 • Phone 231.439.8190 • Fax 231.439.8195

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June 18, 2018

Dear Chief Gaither,

On behalf of the District and the Board of Education, I wanted to take this opportunity to thank you for your diligent and thorough investigation, resulting in the apprehension of the individual responsible for the bomb threat earlier this year. It has brought peace to many students, parents, staff, and community members.

The District highly values your department's continued involvement and commitment to the school system in making our environment feel safe.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth L. Schrader". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kenneth L. Schrader

Boyne City Public Schools Board President

CC: City of Boyne City Commissioners, Mayor Tom Niedhammer

*You are cordially invited!*

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*Charlevoix County is pleased to announce a...*

## **DEDICATION CEREMONY**

for

Phase 2 of the Boyne City to Charlevoix Non-motorized Trail

**Friday September 21, 2018**

**3:00 p.m.**

**AmericInn Hotel**

11800 US-31 N., Charlevoix, MI 49720

*South end (back) of parking lot*



A MICHIGAN HISTORICAL SITE

Special recognition will be given to businesses, organizations, and individuals who have contributed to making this project a success.

*We hope you can attend!*

Questions? Please contact:  
Charlevoix County Parks & Planning Department  
(231) 547-7234  
[planning@charlevoixcounty.org](mailto:planning@charlevoixcounty.org)



Approved: \_\_\_\_\_

Meeting of August 2, 2018 MINUTES OF THE BOYNE CITY MAIN STREET BOARD REGULAR MEETING HELD ON THURSDAY, AUGUST 2, 2018 at 8:30 AM CITY HALL, 319 NORTH LAKE STREET

**Call to Order** Chair Michelle Cortright called the meeting to order at 8:30 a.m.

**Roll Call** Present: Jodie Adams, Chris Bandy, Michelle Cortright, Patrick Little, Pat O'Brien, Don Ryde, Rob Swartz

**Meeting Attendance** Absent: Michael Cain, Becky Harris

City Staff: Main Street Director Kelsie King-Duff, Recording Secretary Jane Halstead, Assistant Planner Patrick Kilkenny, Main Street Assistant Ingrid Day

Public: 2

**Excused Absences MOTION** Bandy moved, Swartz seconded, PASSED UNANIMOUSLY to excuse Michael Cain and Becky Harris.

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**Approval of Minutes MOTION** Bandy moved, Swartz seconded, PASSED UNANIMOUSLY to approve the June 7, 2018 minutes as presented.

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**Citizens Comments** Ashley Cousens invited everyone to the ribbon cutting for Up North ImageWear on August 15<sup>th</sup> at their new location on S M-75. There is also a ribbon cutting on August 16<sup>th</sup> for Echocardiography on Wheels at their new location in the former Fustini's location on Water Street. The Chamber of Commerce will be hosting a Housing Forum at City Hall on August 29<sup>th</sup> at 1:00 p.m.

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**Correspondence** Correspondence was noted in the agenda packet.

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**Committee Reports** Boyne Thunder  
Bob Alger reported that Boyne Thunder went well. The final numbers are not compiled yet but he expects expenses and revenues to increase from last year. There were many new participants this year which created a good vibe.

**Farmer's Market**

The Farmer's Market is going well. One garage door has been installed in the Pavilion to demonstrate what they will

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**Director's Report**

None.

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**Unfinished Business**

None.

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**New Business**

**Sale of Farmer's Market Trailer**

The new pavilion has a storage area for the Farmer's Market so there is no need for the trailer they have been using.

**Approval of Sale of  
Farmer's Market Trailer  
MOTION**

**Ryde moved, Adams seconded, PASSED UNANIMOUSLY** to authorize the sale of the Farmer's Market Trailer.

**Downtown Recycling**

**Downtown Recycling**

Kelsie King-Duff has been approached by merchants and event attendees to consider adding recycling bins around downtown. This has been tried in the past and the recycling bins were filled with trash. There is now single stream recycling in Charlevoix County and combination trash/recycling bins available for purchase. King-Duff recommends referring this matter to the Design Committee. The Board discussed the issue and feel it is an important to pursue recycling.

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**Financial Report Review**

The Financial Report was received and filed.

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**Good Of The Order**

- Jodie Adams is happy to be back
- Rob Swartz thanked Kelsie, Ingrid and Bob Alger for all of their hard work for Boyne Thunder
- Registration for the Triathlon is on track
- Pat O'Brien thanked Rob Swartz for managing the 4<sup>th</sup> of July run. There were over 900 runners this year
- Fundraising for the Pavilion is going well. Enough funds have been raised to purchase 4 doors so far.
- Michele Cortright passed out an article on Localism by David Brooks.
- Local Flavor will host Superintendent Coffee Talk with Patrick Little on Friday at 8:00 am.
- BCPS is gearing up for another school year. Sports practices begin next week.
- Boyne City and Evangeline Township received playground/park equipment sponsored by the Charlevoix County Parks Millage.

- The Chamber of Commerce will be hosting an event to celebrate National Manufacturing Day.
  - Thursday, August 7<sup>th</sup> is the Primary.
- 

**Adjournment**

The August 2, 2018 meeting of the Boyne City Main Street Board was adjourned at 9:04 a.m.

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Jane Halstead, Recording Secretary

DRAFT



Approved:

**Meeting of  
August 2, 2018**

RECORD OF THE PROCEEDINGS OF THE **REGULAR BOYNE CITY PARKS AND RECREATION COMMISSION MEETING** HELD AT 5:00 P.M. AT CITY HALL ON THURSDAY, AUGUST 2, 2018.

**Call to Order**

Meeting was called to order by Board Chair Sheean at 5:00 p.m.

**Roll Call**

Present: Jo Bowman, Hugh Conklin, Diane Sterling, Lisa Alexander, Tom Smith, Gow Litzenburger and Greg Vadnais

Absent: Mike Sheean (arrived at 5:45)

**Meeting Attendance**

City Staff: Streets/Parks & Recreation Superintendent Andy Kovolski and Recording Secretary Barb Brooks

Public Present: three (3)

**Approval of Minutes  
\*\*MOTION**

**Smith moved, Alexander seconded, PASSED UNANIMOUSLY** a motion approving the June 7, 2018 meeting minutes as presented.

**Citizens Comments  
(on non-agenda items)**

- Request for a trash can at Rotary Park during the winter months for the disposal of trash and dog waste.
- Request for improvements to the playground area at Old City Park to include fencing in the play area.

**Director's Report**

Kovolski reported that the parks have all been very busy with festivals and events. He also advised there were some irrigation issues due to being damaged during events. The new tractor that was purchased will be arriving soon.

**Correspondence**

None

**Reports of Officers,  
Boards, and Standing  
Committees**

**Park Inspection Reports –**

- Mobi Mat at Peninsula Beach has not been repaired yet.
- Riverside Park has no trash receptacle or picnic tables
- Boyne River Nature Trail board walk is slippery from the moisture and shade (reported last month).
- Avalanche trails are getting a lot of use and mountain bike trails are opened back up.
- Geese are a problem at the beach and parks downtown along the waterfront. Fake dogs are not as effective any longer. We should try other deterrents or multiple deterrents.
- Kayak launch was removed during Boyne Thunder and has not been reinstalled.

### **User Group Reports –**

- Dog Park still has dead/dying trees that need to be removed and one of the new sponsored trees needs to be replaced.
- Rotary Park – parking is still an issue on the soccer fields. The utilities poles have been placed on the ground but there is still an issue with the drive to the concession not being blocked off. Kovolski stated that a gate would be installed this year and money would be budgeted next year for fencing.

### **Unfinished Business**

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#### **Tennis Court Update**

Testing has been completed and working on arranging a meeting with the contractors

#### **Brochure Update**

Completed and distributed around town

#### **Proposed Mountain Bike Trail on City Owned Property**

Kovolski reported that there isn't anything new to report at this time; however, the idea is still being considered.

#### **Avalanche RFP update**

Brooks reported that the board approved the draft at the June meeting and now it is in the hands of staff to move forward with soliciting proposals. The board discussed that we have already missed the summer season so maybe it should wait. Additional comments were given to support having a consultant to witness use during the winter and summer to better evaluate how the base is used year round.

### **New Business**

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#### **Proposed monument to be added to the current Veterans Memorial site**

After board discussion the board made the following motion: **Sterling moved, Litzenburger seconded, PASSED UNANIMOUSLY** to recommend the City Commission consider making all City parks and beaches tobacco / smoke free.

#### **\*\*MOTION**

The next regular meeting of the Parks and Recreation Board is scheduled for Thursday, August 2, 2018 at 5 pm at City Hall.

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#### **Next Meeting**

The June 7, 2018 meeting of the Parks and Recreation Board was adjourned at 6:20 p.m.

#### **Adjournment**

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Barb Brooks, Recording Secretary

Approved: \_\_\_\_\_

<b>Meeting of August 20, 2018</b>	Record of the proceedings of the Boyne City Planning Commission meeting held at Boyne City Hall, 319 North Lake Street, on Monday August 20, 2018 at 5:00 pm.
<b>Call to Order</b>	Chair Frasz called the meeting to order at 5:00 p.m.
<b>Roll Call</b>	Present: Chris Frasz ,Ken Allen, Aaron Place, Jim Kozlowski, Tom Neidhamer Jeff Ross and Joe St. Dennis Absent: Jason Biskner and George Ellwanger
<b>Excused Absences **Motion</b>	<b>2018-08-20-11</b> <b>St. Dennis moved, Place seconded, PASSED UNANIMOUSLY</b> , a motion to excuse the absence of Biskner.
<b>Meeting Attendance</b>	City Officials/Staff: Planning and Zoning Administrator Scott McPherson Public Present: Two
<b>Consent Agenda **Motion</b>	<b>2018-08-20-12</b> <b>Ross moved, Neidhamer seconded, PASSED UNANIMOUSLY</b> , a motion to approve the consent agenda, the Planning Commission minutes from July 16, 2018 as presented.
<b>Citizen comments on Non-Agenda Items</b>	None
<b>Reports of Officers, Boards and Standing Committees</b>	The newly formed Boyne Housing Solutions committee will be holding a meeting on August 29, 2018 at 1:30 at City Hall.
<b>Unfinished Business</b>	None
<b>New Business</b>	A preliminary site development plan for 437 Boyne Avenue was presented by Bay Area Management services. The building was purchased with the intent to develop small offices. There is currently a church using part of the building with a 30 day lease. The developer is looking at spaces being used as a business incubator. Electrical splits will be installed. Materials used will be high quality vinyl, stone with white corners. Place inquired if there will be workshop noise and was informed no. Discussion of lighting and parking took place. The developer indicated that he may also hold some space for developing future parking. Kozlowski inquired if there would be any production that would produce odors and was informed no.
<b>Staff Report Good of the Order</b>	The recent conditional rezoning request that was approved to move forward by the Planning Commission was denied by the City Commission due to the request not being consistent with the Master Plan  St. Dennis commented that we have a tremendous amount of TRD that is undeveloped.

**Adjournment**  
**\*\*Motion**

The next regular meeting of the Boyne City Planning Commission is scheduled for Monday, September 17, 2018 at 5:00 p.m.

**2018-07-16-13**

**Allen moved, Ross seconded, PASSED UNANIMOUSLY** a motion to adjourn the August 20, 2018 meeting at 5:53 p.m.

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Chair Chris Frasz

Draft



Approved: \_\_\_\_\_

**MEETING OF  
August 23, 2018**

**RECORD OF THE PROCEEDINGS OF THE MEETING OF THE BOYNE  
CITY AIRPORT ADVISORY BOARD** held August 23th, 2018.

**CALL TO ORDER**

Chair Richard Bouters called the meeting to order at 5:30 PM followed by the pledge of allegiance.

**ROLL CALL**

**Present:** Richard Bouters, Richard Wright, Leon Vereruysee, Bud Chipman\*, Rod Cortright\*, Jerry Schmidt\*, Leon Jarema\*, Brian Harrington

**Excused Absences:** Oral Sutliff

*\*Ex Officio Members*

**Staff:** Airport/City Manager - Michael Cain

**Citizens:** None

**READING AND  
APPROVAL OF  
MINUTES**

Motion by Brian Harrington seconded by Richard Wright unanimously passed to approve the July 26<sup>th</sup>, 2018 minutes as written.

**CORRESPONDENCE**

None

**CITIZENS COMMENTS  
(NON-AGENDA ITEMS)**

None

**REPORTS OF OFFICERS,  
BOARDS AND STANDING  
COMMITTEES**

None

**UNFINISHED BUSINESS**

**A. Overnight Parking Update**

1. Richard Bouters reported the July overnight parking expected revenues were \$480, actual realized were \$70. At the time of the meeting it was undetermined if the actual realized shortfall was due to undocumented parking. Further analysis is on-going to determine the above.

**B. Hanger Update**

1. All hangars are leased. There are eight which are monthly rentals.
2. Monthly rentals will most likely revert to long term leases.

**C. Consulting Services**

1. Michael Cain and Richard Wright will make a conference call to QoE Consulting (Michael Borta) regarding options available to mitigate terrain interference with the 20/1 safety approach slope to runway 27.

**D. Airport Weed Control**

1. On track, no problems.
2. Brian Harrington verbally thanked for his volunteer weed control measures.

**E. 2018 Airport Advisory Board Goals**

1. 2018 Airport Advisory Board goals will be reviewed at the October board meeting. Subjects for discussion are:
  - i. Goals Achieved
  - ii. Goals In Work
  - iii. Goals to adopt/move to 2018
  - iv. Goals to abandon

**F. Experimental Aircraft Association (EAA) *Young Eagles* August 11<sup>th</sup> Activity**

1. Approximately 40 aircraft rides were given to Young Eagles event attendees.

**G. Other**

1. Richard Wright provided brochures of a low cost automated weather observation and reporting system designed for small general aviation airports. The Richard Wright will follow-up with *SayWeather* manufacture for further information (cost, maintenance requirements etc.) for presentation at the September 2018 board meeting.
2. Richard Wright provided a Power Point presentation to the Boyne City Lions Club on August 1<sup>st</sup>. The presentation was a brief overview of the Boyne City Airport's mission, dedication to safety, pilot amenities, airport governance and citizen stewardship.

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**NEW BUSINESS**

**A. Boyne City Airport Presentation**

1. Board member Bud Chipman requested Richard Wright to provide the Boyne City Airport presentation to the Rotary Club in October.

**B. Charlevoix County Business Expo**

1. Richard Bouters reported the Charlevoix County Business Expo is scheduled for October 30<sup>th</sup>, 2018, 3 to 7 PM, at Boyne Mountain. Richard is exploring the feasibility/cost of a professionally produced Boyne City Airport Mission Statement sign for the airport booth.
-

**GOOD OF THE ORDER**

**A. Aviation 100LL Fuel Price**

1. As of August 13<sup>th</sup>, 2018 the price of 100LL at the Boyne City Airport is \$4.65 per gallon.

**B. Other - None**

**ANNOUNCEMENTS**

**A. Labor Day Drag Races**

1. The Airport will be closed for the annual Drag Race beginning at Noon on Saturday, September 1, 2018 until 8:00 p.m. on Sunday, September 2, 2018.

**B. Department of Public Works**

1. New manager is Mr. Michael Wiesner, 231 675 3212

**C. Electrical Power Lines**

1. Michael Cain relayed information obtained from Northern Electric that the cost of relocating the electrical power lines at the eastern end of the runway will exceed \$1m. Power line relocation is very unlikely.

**D. Airport Noise Complaint**

1. Complaint received that aircraft are parking close to the airport terminal building creating excess noise and exhaust fumes. Reportedly this occurs when other parking spots further from the terminal building are available. Suggested courses of action:
  - i. Paint stripes on the tarmac restricting parking near the building
  - ii. Speak to the pilot(s) for a suitable different parking space.

**E. Next Meeting**

1. The next regular Airport Advisory Board meeting is currently scheduled for Thursday, September 27, 2018. Michael Cain is not available to attend the meeting on that date. There are two options available:
  - i. Conduct the meeting as scheduled without Michael Cain
  - ii. Reschedule the meeting so Michael Cain can attend.

**ADJOURNMENT**

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The meeting was adjourned at 6:27 P.M. by meeting chair, Richard Bouters.

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Richard K. Wright-Secretary\_\_\_\_\_



# City of Boyne City

# MEMO

Date: September 7, 2018

To: Mayor Neidhamer and the Boyne City City Commission

From: Michael Cain, City Manager 

Subject: Goals Process Adoption

Attached for the City Commission's review and consideration are the 6 goals identified at your August 7<sup>th</sup> work session, revealed at our last meeting on August 28<sup>th</sup> and revised with the suggestions offered by Commissioner Solomon. With each item is a draft descriptive narrative which seeks to provide further clarity regarding what is trying to be accomplished.

Public participation in this process began in June when the Community-wide goal setting tool was made available for completion in both digital and paper formats. That process continued until July 2<sup>nd</sup>. After that time the results were tabulated and reported back to the City Commission and public. On July 16<sup>th</sup> the public was invited to take the top results and work to better define them and determine possible ways to address them. That information was gathered and again reported back to the City Commission. Working with all of the above input the Commission then met on August 7<sup>th</sup> and developed the attached 6 goals, directing staff to attempt to summarize the results and report them back at our last meeting where they were discussed and suggestions made.

The Commission appeared to be comfortable with the revisions offered by Commissioner Solomon. These changes were subsequently reviewed by staff and no further suggestions were offered. After further review and discussion by the City Commission it may wish to adopt them as presented or with further changes this evening. The next step would be a joint Board and Commission meeting to review it then and begin plans to move the goals forward. As noted on the attached sheet that has been scheduled to take place next week. With the MML conference making only Monday at Tuesday viable options next week I would suggest we look to move that meeting into either the 1<sup>st</sup> or 3<sup>rd</sup> week of October. Doing so would allow the goals to be in the hands of the Board and Commission members for a period of time over which they could consider ideas and suggestions on how to move them forward when we do meet. I think moving it back would result in a more productive meeting.

**RECOMMENDATION:** That the City Commission review the revised goals, make any changes it feels appropriate, consider them for adoption and determine the preferred timeframe for a Joint Board and Commission meeting regarding goals.

#### Options:

- 1) Postpone for further information or consideration.
- 2) Deny the request.
- 3) Other options as determined by the City Commission.

Boyne City  
Goal Setting Process  
2018-2020 Goals Adoption  
September 11, 2018

- **Be excellent stewards of taxpayer funds.** Develop tools and processes to allocate city funds very efficiently and better forecast future City financial needs and challenges.
- **Engage our Community.** Get more residents involved in Boyne City government more often. Make it easy for residents to learn about city policies, operations and actions.
- **Increase Housing availability.** Work with all segments of the community to develop and implement a common vision leading to a sustainable mix of housing options in and around Boyne City that maintains our community character. Align our city regulations and plans to support this vision.
- **Protect Lake Charlevoix and the Boyne River.** Protect and enhance lake and river water quality, especially impacts of storm water runoff.
- **Keep Boyne City's economy strong and resilient.** Foster a strong local year-round economy that builds upon existing businesses and welcomes new compatible ones. Focus efforts and resources to create family sustaining jobs. Enhance city plans and policies to further support business development.
- **Enhance recreational opportunities in Boyne City's parks and public spaces.** Complete current and planned recreation projects and develop a vision for future recreation programs.

Next Steps: TONIGHT: Formal Adoption – Tuesday, September 11<sup>th</sup>

Implementation Workshop with City Boards and Commissions – Week of September 18<sup>th</sup>, October 1 or 15?

Quarterly Progress Report and Discussion at City Commission meetings

**CITY OF BOYNE CITY**

**To:** Michael Cain, City Manager   
**From:** Mark Fowler, W/WW Superintendent  
**Date:** 09/06/18  
**Subject:** C2AE Construction Engineering Services

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**Discussion**

The City Commission had previously approved just the design phase of the West Michigan water main extension with C2AE and not the construction phase in case it did not go forward. Now that the project has been approved and is going forward we need approval for the contract with C2AE for the construction phase services in the amount of \$19,200. This is an estimated total on a time and material basis. The costs will be paid by the special assessment district.

**Recommendation**

I recommend that the City Commission authorize the City Manager to sign the Agreement with C2AE for the construction phase services for the West Michigan water main extension.

Options:

- 1) Deny the request
- 2) Postpone for further consideration
- 3) Approve the Agreement with C2AE
- 4) Other options as determined by the City Commission

October 18, 2017

Mr. Michael Cain, City Manager  
City of Boyne City  
364 N. Lake Street  
Boyne City, MI 49712

**Re: Proposal for Professional Services: Michigan Avenue Water Main Extension Project**

Dear Mike,

As requested, attached is our proposal for design and construction engineering services for the Michigan Avenue Water Main Extension project. The project limits are along Michigan Avenue and Woodland Drive from the Boyne City-Charlevoix Road to Glenwood Beach Road, and also a short extension on Bay Street. The project is being funded through a special assessment district.

**PROJECT UNDERSTANDING**

The City of Boyne City has requested a proposal from C2AE for design and construction engineering services for the Michigan Avenue Water Main Extension Project. This project will include approximately 2,300 feet of all new water main and services along the north side of Michigan and west side of Woodland to avoid conflict with the sewer.

The project will specifically include the following:

- 8" water main, full length.
- Estimated 19 water services (developed parcels only). Services under pavement to be bored.
- Water main is to be located outside the roadway surface, only road crossing and drive crossings will have pavement disturbance and replacement.
- No new sidewalk or curb and gutter is anticipated.
- Connect to the existing water main on the Boyne City-Charlevoix Road and the west end of Bay Street.
- Replace all drive approaches with like materials

A project location map and preliminary opinion of probable construction cost are attached.

**SCOPE**

C2AE proposes to provide design, bidding and construction phase services for the Boyne City Michigan Avenue Water Main Extension project as follows:

**Design Phase Services**

1. Topographic Survey: Prepare a topographic survey of the project area. The topographic survey will be completed with ground crews utilizing "total station" or GPS electronic data collection for direct input into computer software. Legal survey is not included.
2. Soil Borings: C2AE will utilize a subconsultant, Soil and Structures, to perform soil borings along this route for use in design. This route is suspected of marginal soils and high groundwater table. Eight each 10 foot deep borings are anticipated.

3. Plan Drawings: Prepare plan drawings at a scale of 1" = 40' which will show the placement and grade of all improvements as well as construction notes.
4. Profile and Cross-Section Drawings: Prepare profile and cross-section drawings at a scale of 1" = 40' for placement of improvements as required for further definition from the plan drawings.
5. Detail Drawings: Prepare detail drawings and cross sections of individual items of construction or installation.
6. Technical Specifications: Prepare technical specifications to establish quality of all materials, equipment, installation and construction.
7. Interim Meetings: Meet with the City as required throughout the project to review preliminary drawings, costs and review progress. Provide written progress reports.
8. Bid Documents: Prepare contract documents for competitive bidding by contractors.
9. Cost Estimate: Prepare quantities and engineers detailed itemized cost opinion for the project.
10. City Review: Provide near-final plans and specifications for review and comment.
11. Permit Applications: Complete applications to the Michigan Department of Environmental Quality for execution by the City, as required for the project.
12. Final Revisions: Make final revisions based on the above review and comment.

#### **Bidding Phase Services**

1. Distribution of Plans and Specifications on-line and via hard copy: Issue plans and specifications to requesting contractors and maintain bidders' list.
2. Contractor Communications: Respond to contractor questions and issue addenda as necessary.
3. Attend Bidding/Bid Tabulation: Assist the City with the bid opening and tabulate the bid results.
4. Recommendation of Contract Award: Review the bid prices and review qualifications of the low bidder. Make recommendation to the City for award of the project.
5. Execution of Contract Documents: Prepare Contract Documents for execution by the City and the selected contractor.

## **Construction Phase Services**

1. Construction Administration:
  - a. Preconstruction Conference: Attend and conduct a preconstruction conference to review the project with the City, the contractor, sub-contractor(s), utility companies, and other interested parties. Review project schedule. Record meeting minutes and distribute.
  - b. Consult with the City during construction.
  - c. Prepare modifications and supplementary sketches required to resolve actual field conditions encountered.
  - d. Review product and material certifications. Maintain status of tested materials information.
  - e. Issue instructions from the City to the contractor; issue necessary interpretations and clarifications of contract documents; and prepare required change orders.
  - f. Prepare monthly engineers certificate for payment.
  - g. Attend at monthly (or more frequent) progress meetings.
  - h. Attend final project inspection with the City and contractor representatives. Prepare final punch list for project completion.
  - i. Prepare Record Drawings.
  - j. Update the City's AutoCAD and GIS base maps.
2. Construction Observation and Testing:
  - a. Provide on-site observation services based upon the type of construction work in progress; provide appropriate reports to the City (to monitor compliance with plans, specifications and all other contract documents).
  - b. Provide survey layout of lines and grades as required to complete construction.
  - c. Provide field material density testing services for backfill, subgrade, base course and bituminous courses.
  - d. Coordinate laboratory testing services for aggregate and concrete cylinders.

## **SCHEDULE**

Topographic survey will need to be completed in October/November prior to significant snowfall. Design phase services will be completed over the winter and the project will be ready for bidding in the late winter/spring. Construction may take place any time during the spring/summer/fall of 2018 that best works for the City.

FEE

**Design, Bidding and Construction Phase Services**

C2AE proposes to provide design and bidding phase engineering services for this project, as follows:

Phase I – Design and Bidding Phase Services (to be completed after Public Hearing #1 and prior to Public Hearing #2).

Design Services	\$14,200 Lump Sum
Bidding Phase Services	\$1,800 Lump Sum
Soil Boring (Subconsultant)	<u>\$2,900 Lump Sum</u>
<b>Total – Phase I</b>	<b>\$18,900 Lump Sum</b>

Phase II – Construction Phase Services (to be completed after Public Hearing #2, if the project continues past this stage).

**Construction Phase Services \$19,200 Time and Material Basis, Estimated Total Amount.**

We have structured our proposal to include a statement of understanding, a scope of services and corresponding engineering fees & schedule. If the terms stated in this proposal are acceptable, please execute two copies in the space provided and return one copy to our office as the authorization to proceed.

We truly value our relationship with the City of Boyne City and greatly appreciate your continued confidence in C2AE. We would be pleased to address any questions or comments that you or the City Commission may have.

We have provided this proposal such that it can be approved in phases in coordination with the special assessment process.

Sincerely,

C2AE



Larry M. Fox P.E.  
 Principal Owner | Project Manager

**Phase I Design and Bidding**

Accepted by:

\_\_\_\_\_

Client

\_\_\_\_\_

Date

**Phase II Construction**

Accepted by:

\_\_\_\_\_

Client

\_\_\_\_\_

Date

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the City of Boyne City, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A/E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A/E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A/E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A/E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A/E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A/E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- E. Code Compliance: The A/E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A/E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- F. Permits and Approvals: The A/E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A/E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A/E CONSULTANT and included in the scope of Basic Services of this Agreement.
- G. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A/E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A/E CONSULTANT's opinions of probable construction costs are made on the basis of the A/E CONSULTANT's professional judgment and experience. The A/E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A/E CONSULTANT's opinion of probable construction cost.
- H. Schedule for Rendering Services: The A/E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A/E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A/E CONSULTANT's reasonable control.
- I. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A/E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A/E CONSULTANT, and shall remain in

the possession of the A/E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A/E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)

- J. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A/E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A/E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A/E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A/E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A/E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized modification of these materials.
- K. Record Documents: Upon completion of the work, the A/E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents. The A/E CONSULTANT shall also provide electronic information utilizing the appropriate elevation datum and State Plane coordinate system for insertion of the record information into the City's GIS base draw. These Record Documents will show significant changes made during construction.
- L. Payment Terms: Invoices will be submitted by the A/E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- M. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A/E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A/E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- N. Abandonment of Work: If any work is abandoned or suspended, the A/E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- O. Betterment: If, due to the A/E CONSULTANT's negligence, a required item or component of the project is omitted from the A/E CONSULTANT's construction documents, the A/E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A/E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- P. Indemnification: The A/E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A/E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A/E CONSULTANT is legally liable.

- Q. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A/E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A/E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- The parties do not intend to confer any benefits on any person, firm, or corporation other than A/E CONSULTANT and OWNER. There are no third party beneficiaries. In no event shall either party, or their agents, servants, representatives or employees be liable for indirect, special or consequential damages to third parties. Both OWNER and the A/E CONSULTANT shall require waivers of consequential damages protecting all the entities or persons herein and all contracts and subcontracts with others involved in this project.
- R. Full-Time Construction Observation: The A/E CONSULTANT will provide full-time project representation in order to observe the progress and quality of the work completed by the Contractor. Such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow the A/E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
- The A/E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.
- The A/E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
- The A/E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A/E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
- S. Jobsite Safety: Neither the professional activities of the A/E CONSULTANT, nor the presence of the A/E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A/E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A/E CONSULTANT and the A/E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- T. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A/E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A/E CONSULTANT or any other party encounters any

hazardous or toxic materials, or should it become known to the A/E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A/E CONSULTANT's services, the A/E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, without waiving defenses of governmental immunity, and notwithstanding any other provision of this agreement but only to the extent permitted by law, to indemnify and hold harmless the A/E CONSULTANT, its officers, partners, employees and consultants (collectively, A/E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the negligence or misconduct of the A/E CONSULTANT.

- U. Change Orders/Stop Work Orders: The A/E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- V. Dispute Resolution: The OWNER agrees, without waiving defenses of governmental immunity, and notwithstanding any other provision of this agreement but only to the extent permitted by law, that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

# Glenwood Beach

Write a description for your map.

## Legend

-  Boyne City Ambulance
-  Glenwood Beach Rd

Connect to Existing Water Mains on BC-Charlevoix Rd and Bay Street

Proposed Water Main Located on North and West Side of Roads to Avoid Conflict with Sewer

Proposed 8" Water Main





123 West Main Street  
 Suite 200  
 Gaylord, MI 49735  
 P: 989.732.8131  
 F: 989.732.2714  
 info@c2ae.com  
 www.c2ae.com

**CITY OF BOYNE CITY**  
**Michigan/Woodland Water Main Extension**  
**Preliminary Opinion of Probable Construction Costs**  
**6/6/2017**

**Project Area - Woodland Drive, Michigan Ave. to Charlevoix Road and a portion of Bay Street**

Item #	ITEM DESCRIPTION	Estimated Quantity	Item Unit	Unit Price	Total Price
1	Mobilization	1	LSUM	\$10,000.00	\$10,000.00
2	Remove Concrete Driveways	150	SYD	\$4.00	\$600.00
3	Irrigation Systems, Protect	1	LSUM	\$800.00	\$800.00
4	Tree Removal and Clearing	1	LSUM	\$5,000.00	\$5,000.00
5	Water Main, 8" PVC DR 18	2,320	LFT	\$40.00	\$92,800.00
6	Water Valve, 8"	6	EACH	\$1,000.00	\$6,000.00
7	Fire Hydrant Assembly	3	EACH	\$4,000.00	\$12,000.00
8	1" Dia. Tapping Saddle and Corporation Stop	19	EACH	\$250.00	\$4,750.00
9	Water Service, 1" Type K Copper	1,140	LFT	\$25.00	\$28,500.00
10	Curb Stop & Box, 1 inch	19	EACH	\$250.00	\$4,750.00
11	Connect To Existing Water Main	2	EACH	\$3,500.00	\$7,000.00
12	6" Aggregate Drive	150	SYD	\$5.50	\$825.00
13	6" 22A Aggregate Base	300	SYD	\$5.00	\$1,500.00
14	HMA Pavement (330#/syd) Drives and Crossings	50	TON	\$120.00	\$6,000.00
15	6" Concrete Drive Approach	1,350	SFT	\$5.00	\$6,750.00
16	Traffic Control and Signage	1	LSUM	\$2,500.00	\$2,500.00
17	Erosion Control Measures	1	LSUM	\$1,500.00	\$1,500.00
18	Restoration: 3" Topsoil and Class A Seed	3,500	SYD	\$3.00	\$10,500.00
<b>SUBTOTAL=</b>					<b>\$201,775.00</b>
<b>30% CONTINGENCY &amp; ENGINEERING =</b>					<b>\$60,530.00</b>
<b>TOTAL=</b>					<b>\$262,310.00</b>

**Basis for Cost Opinion:**

- 8" Water Main, Full Length of Woodland, Michigan to Charlevoix and portion of Bay Street
- Estimated 19 Services Along Route (Developed Parcels Only)
- Water Main Located on North and West Sides of Roadway to avoid conflict with Sewer
- Services under pavement to be bored
- Service costs to property line only, does not include any City fees or connection to homes
- Water Main is to be located outside the roadway surface, only road crossings and drive crossings are included
- Replace all drive approaches with like materials
- No new sidewalk or curb and gutter included
- Bedding and Backfill with existing trench materials
- Restoration cost is based on seed, not sod
- Minor trench dewatering included in water main cost

# September 2018

September 2018							October 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	8	14	8	9	10	11	12	13
16	17	18	19	20	21	15	21	15	16	17	18	19	20
23	24	25	26	27	28	22	28	22	23	24	25	26	27
30						29		29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 26	27	28	29	30	31	Sep 1
2	3 Labor Day (United States)	4	5	6 8:30am Main Street Board mtg.	7	8
9	10	11 5:00pm ZBA 7:00pm City Commission	12	13 4:30pm Parks & Rec Meeting	14 Summer Taxes due	15
16	17 5:00pm Planning Commission 7:00pm Historical Commission	18	19	20	21	22
23	24	25 12:00pm City Commission	26	27 5:30pm Airport Advisory Board	28	29 6:00am Mich Mtn. Mayhem
30	Oct 1	2	3	4	5	6

# October 2018

October 2018						
Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6
14	8	9	10	11	12	13
21	15	16	17	18	19	20
28	22	23	24	25	26	27
	29	30	31			

November 2018						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3
11	12	13	14	8	9	10
18	19	20	21	15	16	17
25	26	27	28	22	23	24
			29	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 30	Oct 1	2 5:00pm ZBA	3	4 8:30am Main Street Board mtg. 6:00pm Parks & Rec	5	6
7	8	9 7:00pm City Commission	10	11	12	13
14	15 Marina Closes 5:00pm Planning Commission	16	17	18	19	20
21	22	23 12:00pm City Commission	24	25 5:30pm Airport Advisory Board	26	27
28	29	30	31 5:00pm Trick or Treat 5:00pm Spook House	Nov 1	2	3