



Revised

BOYNE CITY
CITY COMMISSION REGULAR MEETING
Boyne City Hall
319 North Lake Street
Tuesday, December 8, 2015 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 November 24, 2015 City Commission regular meeting minutes as presented
 - B. Approval of Compensation Commission 2015 recommendation to keep the compensation for the Mayor at the current levels of \$3,000 per year and \$2,500 per year for each Commissioner
 - C. Approval of the recommendation of the Main Street Board to appoint Chris Bandy to the board for a four year term expiring in January, 2020
 - D. Approval of the recommendation of the Main Street Board to appoint Don Ryde to the board for a four year term expiring in January, 2020
 - E. Approval of the recommendation of the Main Street Board to appoint Jodie Adams to fill Jim Jensen's remaining term which expires in January, 2017
 - F. Approval to authorize the Fire Department to apply for a grant to purchase new air packs at an estimated cost of \$138,000 and authorize the City Manager or his designee to complete the necessary paperwork
 - G. Approval to authorize the City Manager to accept the \$10,000 Open Space and \$1,500 River Sculpture Charlevoix County Community Foundation grants as awarded and provide the necessary paperwork
4. HEARING CITIZENS COMMENTS (on non-agenda items; 5 minute limit)
5. CORRESPONDENCE
6. CITY MANAGER'S REPORT
7. REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES
 - A. Draft Minutes of the November 3, 2015, Zoning Board of Appeals Meeting
 - B. Draft Minutes of the November 5, 2015, Main Street Board Meeting

- C. Draft Minutes of the November 9, 2015, Economic Development Corporation Board Meeting
 - D. Draft Minutes of the November 9, 2015, Local Development Finance Authority Board Meeting
 - E. Draft Minutes of the November 13, 2015, Historical Commission Meeting
8. OLD BUSINESS
- A. Parkview Apartments PILOT
Consideration of first reading to review the materials and introduction of the revised PILOT Ordinance as presented and schedule a second reading for possible further consideration to be held at the City Commission's January 12, 2016 meeting
9. NEW BUSINESS
- A. Temporary City Facilities Contract
Consideration to authorize the City Manager to complete negotiations and execute an agreement with Honeywell to lease space at 364 North Lake Street for a temporary City Hall for a period not to exceed 30 months as outlined at a first year rental cost of \$33,075
 - B. City Hall Asbestos Survey
Consideration to approve a contract for the Asbestos Survey for the 319 N Lake Street facilities at a unit cost of \$30.95 per sample with Otwell Mawby and authorize the City Manager to sign the required documents, further should the need arise to exceed 70 samples, to authorize the City Manager to proceed as need with additional sampling at a cost of \$30.95 per sample to complete the project
 - C. 2016 Commission Meeting Schedule Revision and FYE 2017 Budget Schedule
Consideration to approve the revised regular meeting schedule for 2016, also approving the Fiscal Year 2016 / 2017 Tentative Budget Schedule as presented
 - D. Pavilion Bidding Option
Further discussion regarding the bidding of Veterans Park Pavilion remodeling as requested
 - E. Personnel Policy Update – Holiday Bonus
Consideration to approve the proposed addition to the City's Personnel Policy for Holiday Pay
10. GOOD OF THE ORDER
11. ANNOUNCEMENTS
- The public meeting regarding the Old City Clock with Balzer Clockworks is scheduled for Wednesday, December 9, 2015 7:00 p.m. at the Wastewater Treatment Facility
 - The Joint Board and City Commission meeting is scheduled for Thursday, December 10, 2015 at 6:00 p.m. at the new DPW facilities located on Robinson Street
 - The next regular City Commission meeting is scheduled for Tuesday, January 12, 2016 at 7:00 p.m.
 - The City Wide Goal Setting meeting is scheduled for Thursday, January 14, 2016 at 6:00 p.m. at St. Matthews Fellowship Hall

- City Offices will be closed on Thursday, December 24, 2015 and Friday December 25, 2015 in observance of Christmas Eve and Christmas Day
- City Offices will be closed on Thursday, December 31, 2015 and Friday January 25, 2016 in observance of the New Year's Eve and New Year's Day

12. ADJOURNMENT

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



Scan QR code or go to
www.cityofboyne.com
click on Boards & Commissions for complete
agenda packets & minutes for each board

**NOVEMBER 24, 2015
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 NOVEMBER 24, 2015

CALL TO ORDER

Mayor Neidhamer called the meeting to order at 7:00 p.m. followed by the Pledge of Allegiance.

Present: Mayor Tom Neidhamer, Mayor Pro Tem Gene Towne, Commissioners Ron Grunch and Laura Sansom

Absent: Commissioner Conklin

Staff: Cindy Grice, Scott McPherson, Lori Meeder, Andy Kovolski, Barb Brooks, Jeff Gaither and Kevin Spate

Others: There were 8 citizens in attendance including representatives from the Boyne Gazette and Petoskey News Review

**EXCUSE
COMMISSIONER
CONKLIN**

2015-11-153
Moved by Towne
Second by Sansom

To excuse Commissioner Conklin from attending tonight's meeting.

Ayes: 4
Nays: 0
Absent: 1, Commissioner Conklin
Motion carried

**CONSENT AGENDA
MOTION**

2015-11-154
Moved by Sansom
Second by Towne

To approve the November 10, 2015 City Commission regular meeting minutes as presented

Ayes: 4
Nays: 0
Absent: 1, Commissioner Conklin
Motion carried

CITIZENS COMMENTS

None

CORRESPONDENCE

Correspondence from Joseph Quandt, attorney for Parkview Apartments regarding their PILOT request was received and filed.

CITY MANAGERS REPORT

Planning Director Scott McPherson presented City Manager Cain's report:

- The remaining construction and other projects continue to move forward.
- The Sommerset Pointe force main project also continues to make good progress with no significant issues. The final portion will be the installation of the pump station portion just inside the Sommerset Point fence line.

**Presentation of 2015
Boyne Thunder
Distributions**

Main Street Program Director Lori Meeder discussed the 2015 Boyne Thunder Event. Bob Alger, of the Boyne Thunder Committee presented check to Camp Quality for \$56,652, Challenge Mountain received \$10,300.42. Bob Alger thanked the volunteers for the hard work in making this event happen. Bob said this event happens with the cooperation of the City of Boyne City as well.

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

The October, 2015 Financial Statement was received and filed.

**Alley Vacation Public
Hearing**

Public Hearing to hear citizen's comments regarding the request from Chris Frasz to vacate an alley that runs between lots 95 and 101 of South Boyne Addition between Lincoln Street and undeveloped Spruce Street and consideration to approve the alley vacation as presented, authorizing the City Manager and City Clerk / Treasurer to execute the documents.

Mayor Neidhamer opened the Public Hearing at 7:11 p.m.

Planning Director Scott McPherson discussed the application for the vacation of a public way that has been submitted by Chris Frasz. He is requesting the alley located between his two parcels be vacated. The alley is 13.5 feet wide and 120.75 feet in length and runs between lots 95 and 101 of South Boyne Addition. The alley is located between Lincoln and undeveloped Spruce Street. The south portion of the alley connecting to Lincoln Street is developed and maintained by the City and provide access to his and three other properties. The north half of the alley between lots 95 and 101 is not developed and not maintained by the City. The Planning Commission reviewed the request at their regular meeting in September and based on findings that due to topography constraints, it cannot be developed for through access and, this portion of the alley is not currently maintained or plowed by the City; this portion of the alley does not contain sewer or water mains, and this portion of the alley is only used by the applicant for primary access to their home. The applicants own both parcels adjacent to this section of the alley and desire to combine the two lots into one parcel, the Planning Commission determined the application should proceed.

Citizens Comments: Joel Evans discussed what would happen to the vacated alley for tax purposes and was informed it would be placed on the tax roll. There were no other comments.

Mayor Neidhamer closed the Public Hearing at 7:14 p.m.

Board Discussion: All are in agreement with the recommendation and request.

MOTION

2015-11-154
Moved by Grunch
Second by Towne

To approve the request from Chris Frasz to vacate an alley that runs between lots 95 and 101 of South Boyne Addition between Lincoln Street and undeveloped Spruce Street and consideration to approve the alley vacation as presented, authorizing the City Manager and City Clerk / Treasurer to execute the documents

Ayes: 4
 Nays: 0
 Absent: 1, Commissioner Conklin
 Motion carried

City Clock Analysis

Consideration to authorize staff to make the necessary arrangements to have representatives from the Balzer Family Clock Works of Freeport, Maine travel to Boyne City to inspect, report on and prepare estimates for the possible reuse and restoration of the City Clock as part of the City Facility project at an estimated price of \$4,010.

Scott McPherson discussed City Manager Cain's memo regarding the restoration and reuse of the 1904 City clock as a proposed element of the new City Facility project. The reuse of the City Clock has been the subject of several community efforts since the original clock tower was demolished around 1951. The clock is back in the City's possession after being stored in the garage of the former Police Chief's residence since 1997. After following up several leads, it appears the Balzer Family Clock Works of Freeport Maine would best meet our needs in terms of both price and quality. In-depth discussions have taken place with them and a proposal is being presented for them to come to Boyne City, inspect the clock and prepare the necessary reports at an estimated cost of \$4,010. When they are in town, we will be holding a public information meeting regarding the clock. Per our bond counsel, these costs associated with the clock restoration could be reimbursed to the General Fund which would pay the bill now.

Staff Comments: None

Citizens Comments: None

Board Discussion: All Commissioner are in agreement with the recommendation.

MOTION

2015-11-155
 Moved by Towne
 Second by Sansom

To authorize staff to make the necessary arrangements to have representatives from the Balzer Family Clock Works of Freeport, Maine travel to Boyne City to inspect, report on and prepare estimates for the possible reuse and restoration of the City Clock as part of the City Facility project at an estimated price of \$4,010

Ayes: 4
 Nays: 0
 Absent: 1, Commissioner Conklin
 Motion carried

Health Savings Accounts

Consideration to approve funding HSA's for eligible employees participating in the City's Priority Health HSA plan for 2016 and future years at the \$1,500 and \$3,000 levels as outlined above until changed by the City Commission

Clerk / Treasurer Grice discussed the proposal to provide H.S.A. funding

to those individuals who currently have our Priority Health insurance. As part of the ongoing renewal process, we need to let our Priority Health covered employees know how much, if any, funding the City will provide to their Health Savings Account. The previous three year's funding levels have been \$3,000 per couple or family and \$1,500 funding for singles into their HSA bank accounts. It is recommended that our contributions to our employee's HSA accounts remain at those levels for 2016 and all future years until changed by the City Commission.

Staff Comments: None

Citizens Comments: None

Board Discussion: Commissioner Sansom said it doesn't take too much time to revisit this every year and recommends doing so. Other Commissioners are in agreement with the recommended funding amounts as well.

MOTION

2015-11-156
Moved by Grunch
Second by Towne

To approve funding HSA's for eligible employees participating in the City's Priority Health HSA plan for 2016 and future years at the \$1,500 and \$3,000 levels.

Ayes: 4
Nays: 0
Absent: 1, Commissioner Conklin
Motion carried

PA 152 of 2011 Compliance

Consideration to opt out of the requirements of PA 152 of 2011 for the coming year and authorize the City Manager and City Clerk / Treasurer to submit any required paperwork

Clerk / Treasurer Cindy Grice discussed the Public Act that deals with employer paid health insurance. The State of Michigan provides three options. We need to take action on this to be compliant and retain EVIP funding of around \$56,000 per year. Option 1 provides hard cap levels provided and revised annually by the State. Option 2, provides an 80%/20% split of the health insurance costs between the City and the Employee, which we currently do. However, we are recommending to take option 3 which opts out of the program because it gives us the most flexibility in dealing with our own employees and does not limit us to the hard cap levels provided by the State.

Staff Comments: None

Citizens Comments: None

MOTION

Board Discussion: All Commissioners are in agreement with the recommendation to Opt out.

2015-11-156
Moved by Towne

Second by Sansom

To opt out of the requirements of PA 152 of 2011 for the coming year and authorize the City Manager and City Clerk / Treasurer to submit any required paperwork.

Ayes: 4

Nays: 0

Absent: 1, Commissioner Conklin

Motion carried

GOOD OF THE ORDER

Commissioner Sansom would like to have further discussion of the Veteran's Pavilion facilities. There was a general consensus to have further discussion on the next City Commission agenda.

**ADJOURNMENT
MOTION**

Motion by Mayor Neidhamer seconded by Commissioner Towne to adjourn the regular City Commission meeting of Tuesday, November 24, 2015 at 7:35 p.m.

Tom Neidhamer
Mayor

Cindy Grice
Clerk / Treasurer

DRAFT

CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*
From: Cindy Grice, City Clerk/Treasurer *CG*
Date: December 3, 2015
Subject: Compensation Commission



BACKGROUND

As allowed by Boyne City Ordinance No. A-78, the Boyne City Compensation Commission may meet in odd numbered years in order to review City Commissioner compensation. The Compensation Commission met on December 2, 2015 on this matter.

DISCUSSION

At this meeting, the Compensation Commission reached a decision regarding recommended compensation for the Boyne City Mayor and Commissioners. It was decided to recommend that the Commissioner's compensation remain at the same level of \$3,000 per year for the Mayor and \$2,500 per year for each Commissioner. This decision was based upon the comparison of compensation for surrounding communities of comparable populations. Also discussed was the tremendous amount of time spent and the hard work that the City Commissioners do, and although they are doing this job in the spirit of community, they should be fairly compensated. Attached are minutes of the meeting. City Ordinance states the Compensation Commission's recommendations shall be forwarded to the City Commission which shall consider them at a regularly scheduled meeting, which is why this matter is before you today. The options noted for the City Commission in the ordinance are: 1) Approve the recommendation (simple majority needed; 2) Reject the recommendation (2/3 vote of entire Commission required).

FINANCIAL

Based on the recommendation, there are no financial implications to the FYE 2016 budget.

RECOMMENDATION

That the City Commission approve the Compensation Commission's recommendation as provided by City Ordinance A-78.

RECORD OF THE PROCEEDINGS OF THE MEETING OF BOYNE CITY COMPENSATION COMMISSION MEETING DULY CALLED AND HELD IN THE COMMISSION CHAMBERS OF CITY HALL ON WEDNESDAY, DECEMBER 2, 2015 AT 8:30 A.M.

CALL TO ORDER:

City Clerk/Treasurer Cindy Grice called the meeting to order at 8:30 AM

ROLL CALL:

Present: Bob Carlile, Jim Baumann, Cindy Banner
Absent: Pat Kujawski and John Talboys
Staff Present: Cindy Grice

Clerk/Treasurer Grice administered Oath of Office to Jim Baumann and Bob Carlile

Motion by Carlile, second by Baumann to recommend Cindy Banner to be appointed as Chair of the Compensation Commission with a term of one year.

ROLL CALL:

Aye: Carlile, Baumann and Banner
Nay: None
Abstain: None
Absent: Kujawski, Talboys
Motion Carried

Motion by Carlile, second by Baumann to approve the 2013 Compensation Commission minutes as corrected.

ROLL CALL:

Aye: Carlile, Baumann and Banner
Nay: None
Abstain: None
Absent: Kujawski, Talboys
Motion Carried

Grice had previously provided to the Commission members the City of Boyne City Compensation Commission Ordinance No. A-78. The board discussed the comparable community comparison information Clerk/Treasurer Grice provided. Also discussed was the history of the compensation and increases since 1997.

Banner, Carlile and Baumann all recognize the time commitment of the Commissioners. The last increase was accepted in 2013. All board members expressed deep appreciation for the commitment of the Commissioners to the City of Boyne City and its citizens.

Motion by Banner, second by Baumann to maintain the current compensation rates as approved in 2013

ROLL CALL:

Aye: Carlile, Baumann and Banner

Nay: None

Abstain: None

Absent: Kujawski, Talboys

Motion Carried

Motion by Banner, second by Baumann to adjourn the Wednesday, December 2, 2015 meeting of the Boyne City Compensation Commission at 8:45 a.m.

City Treasurer Cynthia M. Grice

Chair Cindy Banner

**DIVISION 2. LOCAL OFFICERS
COMPENSATION COMMISSION***

Sec. 2-178. Purpose.

The purpose of this article is to establish a compensation commission in accordance with state statute, which compensation commission shall have authority over the compensation paid to each elected official of the city, including the mayor and city commission members.

(Comp. Ords. 1986, § 12.025)

Sec. 2-179. Establishment; composition; terms; vacancies; conflicts of interest.

A compensation commission is hereby established. The compensation commission shall consist of five members who are registered electors of the city, appointed by the mayor, subject to confirmation by a majority of the members elected and serving on the city commission. The term of office shall be five years, except that of the members first appointed, one each shall be appointed for terms of one, two, three, four, and five years. All first members shall be appointed within 30 days after the effective date of the ordinance from which this section is derived. Thereafter, members shall be appointed before October 1 of the year of appointment. Vacancies shall be filled for the remainder of the unexpired term. No member or employee of the city commission or administrative branch of any level of government or members of the immediate family of such member or employee shall be eligible to be a member of the compensation commission.

(Comp. Ords. 1986, § 12.026)

State law reference—Similar provisions, MCL 117.5c(a).

Sec. 2-180. Salary recommendations for elected officials; expense allowances.

The compensation commission shall make recommendations regarding the salaries of each elected official, including the mayor and city commission members. Those recommendations shall be forwarded to the city commission, which shall

*State law reference—Local officers compensation commission, MCL 117.5c.

consider the same at a regularly scheduled city commission meeting. In the event the city commission accepts the recommendations by a majority vote, then the salaries fixed shall become effective 30 days following its filing with the city clerk. The city commission may reject the compensation commission's recommendations, by resolution adopted by two-thirds of the members elected to and serving on the city commission. Any expense allowance or reimbursement paid to elected officials in addition to salary shall be for expenses incurred in the course of city business and accounted for to the city.

(Comp. Ords. 1986, § 12.027)

State law reference—Similar provisions, MCL 117.5c(b).

Sec. 2-181. Meetings; quorum; organization; compensation.

The compensation commission shall meet for not more than 15 session days every odd numbered year beginning in the year 1997, and shall make its determination within 45 calendar days of its first meeting of the year. A majority of the members of the compensation commission constitutes a quorum for conducting the business of the compensation commission. The compensation commission shall not take action or make determinations without a concurrence of a majority of the members appointed and serving on the compensation commission. The compensation commission shall elect a chairperson from among its members. As used in this section, the term "session days" means any calendar days on which the compensation commission meets and a quorum is present. The members of the compensation commission shall receive no compensation, but shall be entitled to their actual and necessary expenses incurred in the performance of their duties.

(Comp. Ords. 1986, § 12.028)

State law reference—Similar provisions, MCL 117.5c(c).

Sec. 2-182. Open meetings; freedom of information.

The business which the compensation commission may perform shall be conducted at a public meeting of the commission held in compliance with Public Act No. 267 of 1976 (MCL 15.261 et seq.). Public notice of the time, date and place of the meeting of the compensation commission shall

be given in the manner required by the Open Meetings Act (MCL 15.261 et seq.). A writing prepared, owned, used, in the possession of, or retained by the compensation commission in the performance of an official function shall be made available to the public in compliance with Public Act No. 442 of 1976 (MCL 15.231 et seq.). (Comp. Ords. 1986, § 12.029)

Secs. 2-183—2-202. Reserved.

DIVISION 3. HISTORICAL COMMISSION

Sec. 2-203. Created.

There is hereby created a historical commission.

State law reference—Historical commissions authorized, MCL 399.172.

Sec. 2-204. Members; terms.

The historical commission shall consist of seven members. The members shall be appointed from residents of the city at large. Members of the historical commission shall be appointed by the city commission. The members shall serve without compensation. The terms of members shall be three years, expiring on June 1 of each year. (Comp. Ords. 1986, § 12.252)

Sec. 2-205. Chairman; other officers.

The historical commission shall choose annually, from within its membership, a chairman and such other officers as it shall deem necessary for the proper conduct of its duties and meetings. (Comp. Ords. 1986, § 12.253)

Sec. 2-206. Bylaws; rules and regulations.

The historical commission shall adopt bylaws and rules and regulations necessary for the proper conduct of its meeting and duties which said bylaws and rules and regulations shall be submitted, within three months after its initial appointment, for approval by the city commission. (Comp. Ords. 1986, § 12.254)

Sec. 2-207. Meetings; quorum.

The historical commission shall be required to meet at least once in each calendar quarter, and a majority of the membership shall constitute a quorum for the transaction of business. (Comp. Ords. 1986, § 12.258)

Sec. 2-208. Program and project recommendations.

The historical commission shall recommend to the city commission programs, projects and activities which it shall determine will advance, enhance, preserve and/or perpetuate the historical interests of the city.

(Comp. Ords. 1986, § 12.255)

Sec. 2-209. Annual report.

The historical commission shall make an annual report to the city commission in which it shall outline to the city commission its proposed programs, projects and activities for the ensuing year. Such report shall include suggested methods of funding such programs, projects or activities and whether or not the historical commission will be asking for appropriations from public funds to support such programs.

(Comp. Ords. 1986, § 12.256)

Sec. 2-210. Gifts; donations; fundraising.

The historical commission may receive gifts, donations, or bequests of money, or historical artifacts to further its activities and purposes. The historical commission may also establish fundraising projects to generate funds for its use in the carrying out of any of its programs, projects or activities. Any such gifts, donations, bequests, or funds so received or raised, shall be earmarked exclusively for the use of the historical commission, in the carrying out of its programs or activities.

(Comp. Ords. 1986, § 12.257)

Secs. 2-211—2-228. Reserved.



Date: December 8, 2015

To: Michael Cain, City Manager *Mc*
and City Commissioners

From: Lori J. Meeder, Main Street Executive Director

RE: Main Street Board member recommendations

Overview

The terms for Jodie Adams and Larry Lenhart expire at the end of January 2016 and Jim Jensen has resigned from the board, effective December 3, 2016 with his term expiring at the end of January 2017.

A call for board members was communicated out to the general public for several weeks through the Chamber, City and Main Street newsletters and website. The organization committee of Main Street received applications and interviewed four candidates at its October meeting.

The Main Street Board met on December 3 and approved the following recommendations to the city commission.

Recommendation

The Main Street Board recommends to the City Commission that Chris Bandy, owner of Local Flavor Bookstore, and Don Ryde, General Manager of Café Sante, be appointed to fill the two open four year terms and that Jodie Adams be appointed to fill Jim Jensen's remaining term which expires in January 2017.



City of Boyne City

MEMO

Date: December 4, 2015

To: Mayor Neidhamer and the Boyne City City Commission

From: Michael Cain, City Manager *Mc*

Subject: Fire Department Grant Application Request

Attached please find a letter from Fire Chief Dennis Amesbury describing a Federal Emergency Management Agency (FEMA) grant they wish to apply for to purchase and replace the air packs the firefighters use. The maximum estimated cost is \$138,000. For this a 5% local match is required, or \$6,900, leaving a requested grant amount of 131,100. We have the funds available to provide the local match.

RECOMMENDATION: That the City Commission authorize the Fire Department to apply for a grant to purchase new air packs at an estimated cost of \$138,000 and authorize the City Manager or his designee to complete the necessary paperwork.

Options:

- a) Postpone action on this matter for further information or consideration.
- b) Deny the request.
- c) Other option as determined by the City Commission.



BOYNE CITY FIREFIGHTERS ASSOCIATION

319 North Lake Street
Boyne City, Michigan 49712

Phone: 231-582-3642

December 5, 2015

Michael Cain, Manager
City of Boyne City
319 North Lake Street
Boyne City, MI 49712

RE: 2016 Assistance to Firefighters Grant Opportunity

Mr. Cain:

The Fire Department will be seeking funding through the 2016 FEMA Assistance to Firefighters Grant in an effort to replace all Scott Packs (SCBAs) currently in service. Based on our service area population, the grant would require a 5% match.

Our current air packs (most of which are approaching 20 years old) are not compliant with current NFPA 1981 and 1982, 2013 Edition standards. Latest standards call for increased lens integrity, modern voice clearness requirements, new low air alarm requirements, and updating the intrinsic safety standards (PASS Alarms). Additionally, there is a requirement that all packs have emergency support systems to provide air to a downed or trapped firefighter; only two of our current packs have that ability.

I have secured a cost estimate to replace 19 Scott SCBAs and to add an emergency RIT pack (pack used to supply air to a downed firefighter by a rapid intervention team). That valuation came in at \$130,000. To increase the bottle capacity to 45 minutes, the estimate was \$138,000.

As with all fire equipment, air packs don't last forever. These are life saving devices necessary to effectually perform on the fire ground and may potentially be used to save a life. This grant may provide an opportunity to upgrade to the new standard while lessening the burden to local tax payers.

Respectfully Submitted,

Dennis Amesbury
BCFD Fire Chief



City of Boyne City

MEMO

Date: December 4, 2015

To: Mayor Neidhamer and the Boyne City City Commission

From: Michael Cain, City Manager *Mc*

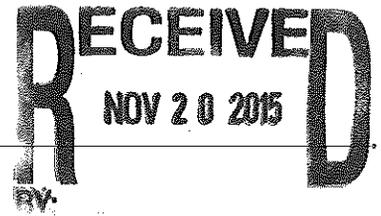
Subject: Charlevoix County Community Foundation (CCCF) Grants Acceptance

Attached please find two letters from the CCCF notifying the City that we have been approved for two grants that we recently applied for. One is for \$10,000 to help purchase the Boyne Open Space and the other in for \$1,500 to support the Main Street programs Boyne River sculpture project. Both grant applications were previously approved by the City Commission.

RECOMMENDATION: That the City Commission authorize the City Manager to accept the \$10,000 Open Space and \$1,500 River Sculpture Charlevoix County Community Foundation grants as awarded and provide the necessary paperwork.

Options:

- a) Postpone action on this matter for further information or consideration.
- b) Deny the request and reject one or more of the grants.
- c) Other option as determined by the City Commission.



Giving Back. Moving Forward

November 18, 2015

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

Dear Michael:

It is my pleasure to confirm that the Charlevoix County Community Foundation (CCCF) Board of Trustees approved a grant to the City of Boyne City, pursuant to the October 1, 2015 grant cycle. A summary of the grant follows:

Grant Purpose: to acquire a waterfront property for park development
Grant Amount: \$10,000.00
Special Conditions: final reports due

Please contact us when you start incurring expenses and are ready to receive the check. Note that by endorsing the check, you are agreeing to the conditions stated herein. Violation of the conditions could result in termination of the grant, and a request to return all or part of the grant funds. Modifications of these terms must be requested by you in writing.

The City of Boyne City agrees to:

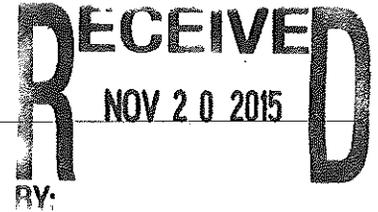
1. Use the grant only for the purpose stated in your grant application.
2. Publicize this award from the CCCF using at least one of the following methods: in your newsletter; on your website; on Facebook; on printed posters and/or brochures; in verbal announcements at events or programs; or with a press release to the local media. A copy of your efforts to publicize the award must be included in your Final Report.
3. Submit your Final Report on or before the end of the grant period, December 1, 2016, using the Final Report Form found at www.c3f.org. For the Financial Report, complete the Project Budget Reporting Form from your original grant proposal.

Thank you for partnering with the CCCF to make your organization's program or project a reality to benefit the residents of Charlevoix County. On behalf of the CCCF Board of Trustees, we extend our best wishes to you for a successful project.

Sincerely,

R.A. "Chip" Hansen, Jr.
President





Giving Back. Moving Forward

November 18, 2015

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

Dear Michael:

It is my pleasure to confirm that the Charlevoix County Community Foundation (CCCF) Board of Trustees approved a grant to the City of Boyne City, pursuant to the October 1, 2015 grant cycle. A summary of the grant follows:

Grant Purpose: towards a sculpture to be placed on the edge of the Boyne River
Grant Amount: \$1,500.00
Special Conditions: final reports due

Please contact us when you start incurring expenses and are ready to receive the check. Note that by endorsing the check, you are agreeing to the conditions stated herein. Violation of the conditions could result in termination of the grant, and a request to return all or part of the grant funds. Modifications of these terms must be requested by you in writing.

The City of Boyne City agrees to:

1. Use the grant only for the purpose stated in your grant application.
2. Publicize this award from the CCCF using at least one of the following methods: in your newsletter; on your website; on Facebook; on printed posters and/or brochures; in verbal announcements at events or programs; or with a press release to the local media. A copy of your efforts to publicize the award must be included in your Final Report.
3. Submit your Final Report on or before the end of the grant period, December 1, 2016, using the Final Report Form found at www.c3f.org. For the Financial Report, complete the Project Budget Reporting Form from your original grant proposal.

Thank you for partnering with the CCCF to make your organization's program or project a reality to benefit the residents of Charlevoix County. On behalf of the CCCF Board of Trustees, we extend our best wishes to you for a successful project.

Sincerely,



R.A. "Chip" Hansen, Jr.
President



GRANT AGREEMENT – NO EXPENDITURE

By signing the grant check, the grantee agrees to the conditions stated below.

Grant Purpose

Funds provided by the Charlevoix County Community Foundation (CCCF) will be used for the designated purpose as described in the proposal submitted, and not for any other purpose. The purpose of the grant and the expenditure of funds may not be modified without the written approval of the community foundation.

Notification of Change

Please notify the community foundation of any change in grantee: a) legal or tax status; b) staff or partners named in the grant responsible for achieving the grant purpose; c) ability to expend the grant award for the intended purpose.

Required Grant Reports

A final report, which consists of two parts, a narrative and financial breakdown, must be completed and returned within 30 days of the end of the grant period or sooner if the grant has been completed. The grantee is responsible for obtaining copies of the report forms. The format for the narrative may be found on the CCCF website at: www.c3f.org. The financial report requires grantees to complete Column 2 (actual revenues and expenses) of the Project Budget Report Form that was submitted with the original grant proposal. Grantees must also provide a copy of the method(s) of publicizing the grant with the final report (see below). An interim grant report may also be required.

Public Announcement

Grantees are required to inform the community of the grant award and must use the foundation's entire name, the Charlevoix County Community Foundation, when referring to the grant. Grantees may choose one or more of the following methods to share news: in a newsletter or on a website; using photographs; on social media; on all printed materials including posters and brochures; in verbal announcements at events or programs; and/or a press release. Grantees must submit a draft press release to maureen@c3f.org for review prior to contacting the media. A press release template is available on the CCCF website. Grantees must also provide a copy of the method(s) of publicizing the grant with the final report.

The CCCF may include information about this grant in public reports, newsletters, donor reports, on the CCCF website, or through social media postings. This includes grantee final reports, photographs, logos, and other materials about the grantee organization and this grant.

Foundation Access to Information

The CCCF may make arrangements for site visits to assess the grant's implementation and effectiveness, and also to request additional information related to the grantee organization and the grant.

Unused Funds

The grantee must return any unused funds to the CCCF.

Violation of Terms

Grant dollars not used for the intended purpose, in whole or in part, must be returned to the community foundation. The CCCF reserves the sole right in its absolute discretion, to modify or terminate the grant and withhold award payments, due to violation or non-compliance with these terms and conditions, and/or to comply with any applicable laws.

Approved: _____

**Meeting Of
November 3, 2015**

Record of the proceedings of the regular Boyne City Zoning Board of Appeals meeting held at Boyne City Hall, 319 N. Lake Street, on Tuesday, November 3, 2015 at 5:00 p.m.

Call To Order

Chair Kubesh called the meeting to order at 5:00 p.m.

Roll Call

Present: Pat Kubesh, John McClorey, Lynn Murray and Roger Reynolds
Absent: Bob Carlile

MOTION

ZBA 2015-11-03 1

Murray moved, Reynolds seconded, PASSED UNANIMOUSLY a motion to excuse the absence of Carlile.

Meeting Attendance

City Officials/Staff: Assistant Planning Director Patrick Kilkenny and Recording Secretary Pat Haver
Public Present: Seven

**Approval of the Minutes
MOTION**

ZBA 2015-11-03 2

Murray moved, Reynolds seconded, PASSED UNANIMOUSLY, a motion to approve the June 2, 2015 minutes as presented.

Hearing Citizens Present

None

Correspondence(s)

None

New Business

Public hearing opened at 5:02 pm

**Variance Request 628 W.
Michigan Avenue**

Assistant Planning Director Patrick Kilkenny reviewed his staff report that was included in the agenda packet; the current owner David Austin is requesting a variance from the Boyne City Zoning Ordinance regulation, Section 4.40 – Development Requirements, A. Building Design, 3. *“Accessory buildings and attached garages shall have a front yard setback that is at least ten feet greater than the front setback of the principal building that is located on the front portion of the lot”* The purpose of the request is to move and reconstruct an existing garage immediately west of the residence. The variance request is for approximately 5’ of relief from the required 10’ setback from the front of the principal building.

David Austin: applicant – One correction, we actually own 1.7 acres. We would like to re-purpose the garage instead of putting it into a landfill, and with this variance it will also allow us to construct an ADA ramp as a way to enter the residence for our parents who are aging out and we will be taking care of them. The only way currently to get into the house is by stairs. The topography of the land in the back area prohibits us from moving the structure back any further and still allow construction of a ramp.

Kubesh – Will the ramp gain entrance into the house at the garage level or upper level?

Austin – Upper level, as an entrance will replace the current window shown in the photo. The garage will end approximately 1 foot to the right from the proposed entrance.

Murray – In a previous case, we looked at ADA and denied the request, I believe that we should just look at only the variance request in this situation tonight.

George Ellwanger: neighbor – I live directly across the street, and previously owned this residence, I know the challenges with the stairs, I believe this is a great idea and in full support of the variance of 5 feet.

Tom Miller: neighbor at 643 W. Michigan Ave. – I am also in support, and have no problems with the request.

Public hearing closed at 5:12 pm

Board Deliberation and Finding of Fact.

GENERAL FINDINGS OF FACT

1. The property is owned by David K. Austin.
2. The property identification number is 15-051-185-005-10.
3. The property is in the Traditional Residential District (TRD).
4. The property currently includes a principal residence and accessory buildings.
5. Access to the property is provided by W. Michigan Ave. which is a public road that bounds the south side of the parcel.
6. The adjacent properties to the north, east and west are zoned TRD.
7. Properties to the south across W. Michigan Ave. are zoned Waterfront Residential District (WRD).
8. Properties adjacent to the subject property are privately owned, and include existing single family dwellings.
9. To the south the property is bounded by W. Michigan Ave.
10. The property is not irregularly shaped.
11. The topography of the property is steep and wooded in the south west, steep and open in the south east, and generally flat and wooded to the north.
12. Section 4.40(A)(3) of the City of Boyne City Zoning Ordinance states: "Accessory buildings and attached garages shall have a front yard setback that is at least ten feet greater than the front setback of the principal building that is located on the front portion of the lot."
13. The property is approximately ~~0.9~~ 1.7 acres in size (200' x 200').
14. The minimum lot area in the TRD is 5,445SF.
15. *Two adjacent neighbors are present and are in support of the request*
16. *The applicant is re-purposing an existing building instead of putting it into the landfill.*

FINDINGS OF FACT UNDER SECTION 24.80. – NON-USE VARIANCES

In hearing and deciding appeals for variances, the Board shall adhere to the following criteria in determining whether or not practical difficulties and/or unnecessary hardships exist:

1. Requiring the owner to comply with the regulations governing area, setbacks, frontage, height, bulk, density or other non-use requirements would unreasonably prevent the owner from using the property for a permitted purpose, or would render conformity with such regulations unnecessarily burdensome.
Affirmative – Topography of the property is not practical in meeting the ordinance requirements.
2. The variance granted is the smallest variance necessary to do substantial justice to the owner as well as to other property owners.
Affirmative
3. The variance can be granted in such a fashion that the spirit of the Ordinance will be observed and public safety and welfare secured.
Affirmative

4. The need for the variance is not self created.
Affirmative – Topography of property and ordinance requirement causes need; not self created
5. The need for the variance is due to unique circumstances of the property itself, and not due to general conditions in the area or to circumstances related to the owner personally or to others residing on the property.
Affirmative – Topography is unique to this property.

The Board shall grant no variance if it finds an application does not meet all of the above listed criteria for determining whether or not a practical difficulty and/or unnecessary hardship exists.

ZBA 2015-11-03 5A

MOTION

Murray moved, Reynolds seconded to grant the variance as presented. This variance request is for approximately 5 feet of relief from the required 10 foot setback from the front of the principal building.

Roll Call

Ayes: Kubesh, McClorey, Murray and Reynolds

Nays: None

Absent: Carlile

Abstain: None

Motion carries

Public hearing opened at 5:23 pm

Variance request 629 S. East Street

Assistant Planning Director Patrick Kilkenny reviewed his staff report that was included in the agenda packet; the current owner David B. Sandin is requesting a variance from the Boyne City Zoning Ordinance regulation, Section 21.36 – Accessory Buildings and Structures, A. General Standards (3). “Where the accessory building is structurally attached to a main building, it shall be subject to and must conform to all regulations of this ordinance applicable to main or principal buildings.” The purpose of this request is to structurally attach the garage to the residence. The variance request is for approximately 10.8’ of relief from the required 15’ setback from the rear lot line of the property. The existing detached garage was built in the current location by a former owner of the property. The applicant states that the existing layout of the garage and residence causes excessive snow to drop from both roofs into the open space between the structures resulting in a safety hazard.

David Standin: applicant – We already have the permit for the structure, we do not have any plans to change the layout, and it is a huge safety issue with the snow falling from two different structures.

Public hearing closed at 5:38 pm

Board Deliberation and Finding of Fact.

GENERAL FINDINGS OF FACT

1. The property is owned by David B. Sandin.
2. The property identification number is 15-051-366-313-00.
3. The property is in the Traditional Residential District (TRD).
4. The property currently includes a principal residence and an accessory building (garage).
5. Access to the property is provided by both S. East St. and Morgan St. which are public roads that bound the west south side of the parcel respectively.

6. The adjacent properties to the north, south, east and west are zoned TRD.
7. Properties adjacent to the subject property to the north, west, and east are privately owned, and include existing single family dwellings.
8. To the south across Morgan St. is a parcel approximately 8.3 acres, vacant, and owned by the Boyne City Housing Commission
9. The property is not irregularly shaped.
10. The topography of the property generally flat and open.
11. Section 21.36 – Accessory Buildings and Structures, A. General Standards (3) states: “Where the accessory building is structurally attached to a main building, it shall be subject to and must conform to all regulations of this ordinance applicable to main or principal buildings.”
12. The property is approximately 8,415 sq. ft. in size (99’ x 85’).
13. The minimum lot area in the TRD is 5,445 sq. ft.
14. The existing accessory structure (garage) is detached from the principal structure (residence).
15. The existing garage is nonconforming due to a 10.8’ rear yard setback encroachment.

FINDINGS OF FACT UNDER SECTION 24.80. – NON-USE VARIANCES

In hearing and deciding appeals for variances, the Board shall adhere to the following criteria in determining whether or not practical difficulties and/or unnecessary hardships exist:

1. Requiring the owner to comply with the regulations governing area, setbacks, frontage, height, bulk, density or other non-use requirements would unreasonably prevent the owner from using the property for a permitted purpose, or would render conformity with such regulations unnecessarily burdensome.
Affirmative – the pre-existing non-conformity is unnecessarily burdensome
2. The variance granted is the smallest variance necessary to do substantial justice to the owner as well as to other property owners.
Affirmative
3. The variance can be granted in such a fashion that the spirit of the Ordinance will be observed and public safety and welfare secured.
Affirmative - public safety and welfare will be enhanced by granting the variance.
4. The need for the variance is not self created.
Affirmative
5. The need for the variance is due to unique circumstances of the property itself, and not due to general conditions in the area or to circumstances related to the owner personally or to others residing on the property.
Affirmative – the pre-existing circumstances are unique circumstances of the property.

The Board shall grant no variance if it finds an application does not meet all of the above listed criteria for determining whether or not a practical difficulty and/or unnecessary hardship exists.

ZBA 2015-11-03 5B

Murray moved, Reynolds seconded to grant the variance as presented. This variance request is for approximately 10.8 feet of relief from the required 15 foot setback from the rear lot line of the property.

Roll Call

Ayes: Kubesh, Murray and Reynolds

Nays: McClorey

Absent: Carlile

Abstain: None

Motion carries

Recommendation of Zoning Board of Appeals Appointments of John McClorey and Lynn Murray

The term of John McClorey and Lynn Murray expired on September 1, 2015. Both John and Lynn have indicated they are willing to serve another three year term. After board discussion, **motion by Kubesh, seconded by Reynolds** to recommend to the City Commission the reappointment of John McClorey and Lynn Murray to a three year term on the Zoning Board of Appeals to expire on September 1, 2018

MOTION

ZBA 2015-11-03 5C

Roll Call

Ayes: Kubesh, McClorey, Murray and Reynolds

Nays: None

Absent: Carlile

Motion carries

Adoption of 2016 Calendar

ZBA 2015-11-03 5D

MOTION

Included in the agenda packet is the 2016 meeting calendar, for your review and consideration. **Motion by Kubesh, seconded by Murray, PASSED UNANIMOUSLY**, to adopt the 2016 calendar as presented.

**Old Business
Reports of Officers, Boards
and Standing Committees
Good of the Order**

None

**Announcements
Next Meeting**

The next meeting of the Boyne City Zoning Board of Appeals is scheduled for December 1, 2015 at 5:00 p.m.

**Adjournment
MOTION**

ZBA 2015-11-03 10

Kubesh moved, McClorey seconded, PASSED UNANIMOUSLY a motion to adjourn the Tuesday, November 3, 2015 Boyne City Zoning Board of Appeals meeting at 5:47 p.m.

Patrick Kubesh, Chair

Pat Haver, Recording Secretary



Approved: _____

**Meeting of
November 5, 2015**

MINUTES OF THE BOYNE CITY MAIN STREET BOARD REGULAR MEETING HELD ON THURSDAY NOVEMBER 5, 2015 AT 1 PM. ONE WATER STREET, #4

Call to Order

Chair O'Brien called the meeting to order at 1:05 p.m.

Roll Call

Present: Rob Swartz, Larry Lenhart, Michael Cain, Robin Berry-Williams, Ben Van Dam, Pat O'Brien and Michelle Cortright

Meeting Attendance

Absent: Jim Jenson and Jodie Adams

City Staff: Main Street Director Lori Meeder, Assistant Planning/Zoning Administrator Patrick Kilkenny and Recording Secretary Lisa Schrock

Public: One

**Excused Absences
MOTION**

Cain moved Swartz second PASSED UNANIMOUSLY to excuse Jim Jenson and Jodie Adams from today's meeting.

**Approval of Minutes
MOTION**

Cain moved Swartz second PASSED UNANIMOUSLY to approve the October 1, 2015 regular minutes as presented.

**Citizens
Comments**

None

Correspondence

None

Manager's Report

Main Street Director Meeder gave the Manager's Report on the following topics:

- Holiday parade and Open House will take place on November 27
- Earlier than the bird shopping event is scheduled for November 21, from 7 to 11 a.m,
- Holiday decorations are going up. Garland should be picked up and placed by November 10th and the snowflakes and lighted decorations shortly after Veterans Day
- Dilworth Hotel is progressing with the grant application to go before the Michigan Strategic Fund Board on November 24. There are still some missing pieces which may push it to the December meeting. We have received permission to incur private costs so it won't slow down any work that needs to be done before winter
- Catt Development/South Lake Street has a public hearing scheduled for November 10 for the cdbg grant application. The environmental review is in process and we can ask to incur private costs on November 25. Glen needs to get the roofs secured before winter. We will be asking permission from

city commission for a redevelopment liquor license for & Monks Taproom, the anchor tenant in 202 S. Lake Street.

- Meeder would like to take vacation January 23-February 6

New Business
Boyne Thunder
Financial Report,
Distributions & 2016
Pro Rata
MOTION

Cortright moved Swartz second PASSED UNANIMOUSLY to approve distribution of net funds in the following manner: Camp Quality - \$56,652.28, Challenge Mountain - \$10,300.42, and Main Street - \$36,051.44. Approve distribution rates of 55% for Camp Quality and 10% for Challenge Mountain for Boyne Thunder 2016. And authorize staff to execute letter of understanding for Camp Quality.

There was discussion on line items and to have the board members thank Bob Alger for his hard work and leadership on the event.

Final Goal Setting
Document
MOTION

Cortright moved Swartz second PASSED UNANIMOUSLY to adopt the 2016 goals as presented.

There was discussion about where the board would like Meeder to dedicate her time and what the top priorities are.

Dilworth Hotel
Reimbursement
Agreement and Eligible
Costs

Meeder presented draft documents for the reimbursement agreements for the Dilworth Hotel and the South Lake Street Projects. The City of Boyne City and the Downtown Development Authority approved an Amendment to the Boyne City DDA Development Plan and Tax Increment Financing Plan to provide for reimbursement of additional eligible activities from future tax increment revenue of approved projects. The board reviewed and discussed the draft reimbursement agreement.

Catt S. Lake Street
Reimbursement
Agreement and Eligible
Costs

The board reviewed the documents. In December final agreements will be completed with updated eligible costs and presented for approval. There was no action taken at this time.

ADJOURNMENT
MOTION

O'Brien moved Lenhart seconded PASSED UNANIMOUSLY to adjourn the November 5, 2015 meeting of the Boyne City Main Street Board at 2:05 p.m.

Lisa Schrock, Recording Secretary



Approved _____

**MEETING OF
NOVEMBER 9, 2015**

**MINUTES OF THE BOYNE CITY ECONOMIC DEVELOPMENT CORPORATION
MEETING DULY CALLED AND HELD ON MONDAY, NOVEMBER 9, 2015.**

CALL TO ORDER

Chair Gillett called the meeting to order at 12:00 p.m.

ROLL CALL

Present: Kelly Bellant, Michael Cain, Michelle Cortright, Ralph Gillett, Todd Fewins and Marilea Grom arrived at 12:04 p.m.
Absent: Pete Friedrich, Pat Anzell and Josette Lory

**MEETING
ATTENDANCE**

Staff: Recording Secretary Lisa Schrock
Public: One

**MINUTE APPROVAL
MOTION**

Cain moved Bellant seconded PASSED UNANIMOUSLY to approve the minutes of September 14, 2015 as presented

CORRESPONDENCE

None

UNFINISHED BUSINESS

Business Park Update: Cain updated the board on the following: There has been some activity at Federal Screw, IMI is moving along fairly well with their construction and Temprel is holding off on a project expansion.

**NEW BUSINESS
MOTION**

2016 Meeting Calendar

Grom moved, Fewins seconded, PASSED UNANIMOUSLY to approve the 2016 Meeting Calendar as presented at City Hall at noon.

NEXT MEETING

The next meeting of the Local Development Finance Authority is scheduled for Monday, January 11, 2016.

ADJOURNMENT

The November 9, 2015 Economic Development Corporation meeting was adjourned at 12:25 p.m.

Lisa Schrock, Recording Secretary



Approved: _____

**MEETING OF
November 9, 2015**

**MINUTES OF THE BOYNE CITY LOCAL DEVELOPMENT FINANCE
AUTHORITY MEETING DULY CALLED AND HELD ON MONDAY, NOVEMBER
9, 2015**

CALL TO ORDER

Chair Gillett called the meeting to order at 12:25 p.m.

ROLL CALL

Present: Kelly Bellant, Michael Cain, Michelle Cortright, Todd Fewins and Ralph Gillett

Absent: Josette Lory, Pete Friedrich and Pat Anzell

**MEETING
ATTENDANCE**

Staff: Recording Secretary Lisa Schrock

Public: Six

**APPROVAL OF
MINUTES
MOTION**

Bellant moved Cortright seconded, PASSED UNANIMOUSLY to approve the September 14, 2015 minutes as presented.

**HEARING CITIZENS
PRESENT**

None

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

Robotics Team Check Presentation/Update:

The Boyne City High School Robotics Coach, Karen Jarema and four students, Elizabeth Mansfield, Olivia Vargo, Austin Jarema and Sarah Holland spoke about the program, past competitions and the robot they built. Chair Gillett presented the team with a \$1,000 check and Cain told the team they would be eligible to receive an additional \$500 if they qualify for states.

UNFINISHED BUSINESS

Storm Water Project Update:

Cain said the project is complete and on budget.

NEW BUSINESS

2016 Meeting Calendar

Grom moved, Fewins seconded, PASSED UNAMINOUSLY to approve the 2016 Meeting Calendar as presented at City Hall immediately following the EDC meeting.

Joint Board and Commission Meeting

Cain anticipates holding the joint meeting in December.

Community Goal Setting Session

Cain anticipates the session to be on January 14, 2016 at St. Matthew's Parrish Hall at 6 p.m. There was discussion about how to bring in prospective businesses into the business park, affordable housing and daycare options during second shift.

NEXT MEETING

The next meeting of the Local Development Finance Authority is scheduled for Monday, January 11, 2016.

ADJOURNMENT

The November 9, 2015 Local Development Finance Authority meeting was adjourned at 1:10 p.m.

Pete Friedrich, LDFa Secretary

Lisa Schrock, Recording Secretary

DRAFT

BOYNE CITY HISTORICAL
 DISTRICT COMMISSION
 MINUTES of the November 13, 2015 meeting

Present: Wellman, Bandy, Martin, Sheets, and Glassford.

Absent: None

Staff: McPherson, Hewitt

1. Call to Order: 10:00 am

2. Approval of Minutes of February 17, 2015 meeting Martin motioned, Sheets second, all ayes.

3. Public Comments on Non-Agenda Items:

None

4. Old Business:

None

5. New Business:

- A. Sheets will not be renewing her board appointment. Hewitt to ask if Jane MacKenzie might be interested. Wellman to ask Jerry Kragenbrink if he would be interested.
- B. 2016 Calendar dates, February 18, 2016, May 19, 2016 and October 20, 2016. Meeting time 5:00 pm. Motioned by Bandy, second by Martin. All ayes. Martin informed the board that she would not be at the February meeting.
- C. Motion by Martin to make a recommendation to the City Manager asking for permission to host Historic District training in the spring. Second by Glassford. All Ayes.
- D. 417 Boyne Avenue updates, project moving along very well. Exterior of building is looking very nice.

6. Announcements:

None

7. Adjournment 10:26 am, motion by Martin, Second by Sheets. All ayes.

8. Next Meeting: February 18, 2016



City of Boyne City

MEMO

Date: December 4, 2015

To: Mayor Neidhamer and the Boyne City City Commission

From: Michael Cain, City Manager 

Subject: Parkview Apartments Payment in Lieu of Taxes (PILOT) Request

Attached for the City Commission's review and possible introduction tonight is a revised draft ordinance that would provide a PILOT for the property that comprises the Parkview Apartments south of Division Street. A map showing the property is provided on page A.

This revised draft ordinance replaces the previous one introduced on October 13th. Unlike the previous version the loss in tax revenues created by using a PILOT would be felt equally by all taxing entities, including the City. The return on the PILOT in the current version is increased from 3% of base rents to 7%. The money from the previous side agreement which would have in effect held the City harmless from a loss in revenues associated with this PILOT would be shared equally by all the taxing entities. The term of the PILOT proposed under this agreement was shortened to 15 years, with the possibility of future renewal or extension.

We have asked the applicant to provide a revised financial chart showing their estimated impact to the various taxing entities.

I have included my previous October 9th memo on this subject for your review. Any of the previous attachments from that earlier discussion are available on our website or can be provided in printed form as requested.

RECOMMENDATION: That the City Commission review the materials submitted and introduce the revised PILOT Ordinance as presented and schedule a second reading possible further consideration to be held at the City Commission's January 12th meeting.

OPTIONS:

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



Park View Apartments Parcel Descriptions



33N06W35SESW

33N06W35SWSE

32N06W02NENW

32N06W02NWNE

Parcel A
15-051-302-011-20

Parcel C
15-051-302-011-30

Parcel B
15-051-302-011-25

A

CITY OF BOYNE CITY

ORDINANCE NO. _____

TAX EXEMPTION ORDINANCE

ADOPTED: _____

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with an Authority-aided Mortgage Loan or an advance or grant from the Authority pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act"), and matters related thereto.

THE CITY OF BOYNE CITY ORDAINS:

Section 1. Purpose. This Ordinance authorizes and approves an annual service charge in lieu of taxes for residential housing developments that: (a) serve Low Income or Moderate Income Persons (as defined in the State Housing Development Authority Act, Act 346 of the Public Acts of Michigan of 1966, as amended, and this Ordinance); (b) are financed or assisted by USDA-RD or the Authority in accordance with Act 346; (c) are located within the City; and (d) comply with this Ordinance.

Section 2. Title. This Ordinance shall be known and cited as the "*City of Boyne City Tax Exemption Ordinance-Parkview Apartments.*"

Section 3. Preamble. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the annual service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefitted and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that the Parkview Apartments Limited Dividend Housing Association Limited Partnership (the "Sponsor" as defined in Section 4 of this Ordinance) has committed to acquire and rehabilitate, own and operate a housing development identified as Parkview Apartments on certain property located at 326 East Division Street

B

in the City to serve low income persons and families, and that the Sponsor has offered to pay and will pay to the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Section 4. Definitions. The terms used within this Ordinance shall have the following meanings:

A. "Act" means the State Housing Development Authority Act, being Act 346 of the Public Acts of Michigan of 1966, as amended.

B. "Authority" means the Michigan State Housing Development Authority.

C. "Annual Shelter Rents" means the total collections during each calendar year from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.

D. "Class" means the Housing Development known as Parkview Apartments for Low Income or Moderate Income Persons.

E. "Contract Rents" are as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended, received in connection with the operation of a housing project representing rent or occupancy charges, exclusive of utilities.

F. "Federally-Aided Mortgage" means any of the following:

(i) A mortgage insured, purchased, or held by the Secretary of the Department of Housing and Urban Development ("HUD") or United States Department of Agriculture — Rural Development ("USDA-RD");

(ii) A mortgage receiving interest credit reduction payments provided by the HUD or USDA - RD;

(iii) A Housing Development to which the Authority allocates low income housing tax credits under Section 22b of the Act; or

(iv) A mortgage receiving special benefits under other federal law designated specifically to develop low and moderate-income housing, consistent with the Act.

G. "Housing Development" means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines to improve the quality of the development as it relates to housing for persons of low income. For the purposes of this Ordinance, "Housing

Development" means Parkview Apartments located on the property legally described as:

Part of the Northeast ½ of the Northwest ¼, Section 2, T32N-R6W, City of Boyne City, Charlevoix County, Michigan. Described as beginning at a point on the North Line, of said Section 2 which is S 89°53'40" W, 331.89 feet from the north ¼ Corner of said Section 2; Thence S 00°35'05" E, 1426.53 feet; Thence S 89°09'43" W, 331.14 feet; Thence N 00°36'53", 1230.77 feet; Thence N 89°53'40" E, 100.00 feet; Thence N 00°36'53" W, 200.00 feet to a point on said North Line; Thence along said North Line 231.89 feet to the Point of beginning. Containing 10.413 acres more or less and subject to East Division Street Road Right of Way, also subject to all Easements and Restrictions of record.

H. "Low Income or Moderate Income Persons and Families" means persons and families eligible to move into the Housing Development and as defined in the Act, as amended.

I. "Mortgage Loan" means a loan or grant made or to be made or approved by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of the Housing Development, and secured by a mortgage on the Housing Development.

J. "Sponsor" means Parkview Apartments Limited Dividend Housing Association Limited Partnership which received a Mortgage Loan.

K. "Tax Credits" means the low income housing tax credits made available by the Authority to the Sponsor for rehabilitation of the Housing Development by the Sponsor in accordance with the Low Income Housing Tax Credit Program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

L. "USDA-RD" means the United States Department of Agriculture, Rural Development.

M. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the Housing Development.

Section 5. Class of Housing Projects. It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income and Moderate Income Persons and Families that are financed with a ~~F~~federally-~~A~~aided Mortgage Loan. It is further determined that Parkview Apartments is of this class or assisted by USDA-RD or the Authority pursuant to the Act.

Section 6. Establishment of Annual Service Charge.

The Housing Development identified as Parkview Apartments and the property on which it is located shall be exempt from and after the adoption of this Ordinance **(NOTE:**

D

CONFIRM WITH CITY ASSESSOR THIS IS LAWFUL UNDER THE GENERAL PROPERTY TAX ACT).

The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the Housing Development for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate and operate the Housing Development, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt or continuance of a Federally-Aided Mortgage Loan, the annual service charge shall be equal to 7% of the Annual Shelter Rents actually collected by the Housing Development during each operating year.

Section 7. Limitation on the Payment of Annual Service Charge. Notwithstanding Section 6, if any portion of the Housing Development is occupied by other than Low Income and Moderate Income Persons, the full amount of the taxes that would be paid on those units of the Housing Development if the Housing Development were not tax exempt shall be added to the service charge in lieu of taxes.

Section 8. Contractual Effect of Ordinance. Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, and subject to the terms of this Ordinance including, but not limited to Section 11 herein, this Ordinance constitutes a contract between the City and the Sponsor with the Housing Development to provide an exemption from *ad valorem* property taxes and to accept the payment of an annual service charge in lieu of such taxes, as previously described in this Ordinance. It is expressly recognized that the Authority and USDA-RD are third party beneficiaries to this Ordinance.

Section 9. Payment of Service Charge. The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as *ad valorem* property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before April 1st of the following year ~~(or December 31 of each year)~~. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

Section 10. Duration. This Ordinance shall remain in effect and shall not terminate so long as the Housing Development remains subject to a Federally Aided Mortgage Loan and so long as (a) the Housing Development submits the required annual notification of exemption pursuant to M.C.L. 125.1415a(1), as amended; and (b) the Mortgage Loan remains outstanding and unpaid, but in any event not more than fifteen (15) years from the enactment of this Ordinance.

Section 11. Severability. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same

shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 12. Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 13 .Effective Date. This Ordinance shall become effective on fifteen (15) days after enactment or upon publication, whichever shall later occur as provided in Section 7.14 of the City Charter.

CITY CLERK

Passed and adopted by the City of Boyne City on _____, 2015.

, President

, Clerk



City of Boyne City

MEMO

Date: October 9, 2015

To: Mayor Grunch and the Boyne City City Commission

From: Michael Cain, City Manager *MC*

Subject: Parkview Apartments Payment in Lieu of Taxes (PILOT) Request

Attached for the City Commission's review and possible introduction tonight is a draft ordinance that would provide a PILOT for the three parcels that comprise the Parkview Apartments south of Division Street. A map showing the three parcels is provided on page A.

Although built and initially operated without a PILOT one was requested shortly after I became City Manager in 2002. Given the cost to the City I recommended its rejection to the City Commission, which they chose to do. A new proposed PILOT ordinance, as revised by our City Attorney, is provided for possible introduction tonight. Please see pages H thru M. If introduced tonight the PILOT ordinance could, at the earliest, come back before the City Commission at its currently scheduled November 24th noon meeting.

New in the latest request submitted on behalf of Parkview is a proposal which allows for a PILOT to take place while basically holding the City financially harmless. This is done through the use of a Municipal Services Agreement, a draft of one which has been revised by our City Attorney is provided for your review. Please see pages N thru P. Because of this addition and its impact on the financial implications for the City I am prepared to recommend its consideration. Information on the financial implications of this package provided by the applicants representative is shown on pages 2-7.

Although the proposal basically holds the City financially harmless it does have implications for the other taxing jurisdictions it currently pays. Attached as pages B-G are the two most recent tax bills for each of the three parcels. As shown on page B over the last year Parkview has paid the taxing jurisdictions other than the City \$45,069.92, the majority of that going to the schools. During that same period the City received \$17,870.62 from the Parkview parcels.

Working with the City Attorney we have tried to address as many of the currently outstanding issues with Parkview Apartments as possible, affecting both us but also neighboring property owners.

Although the City Attorney is awaiting further feedback from Parkview's Attorney on our revised draft documents we wanted to bring this forward to the City Commission to begin the public dialog on this matter and possibly introduce the PILOT ordinance.

As a related aside please note that November 24th is also the proposed date for the Dilworth Grant proposal to be considered by the Michigan Strategic Board in Lansing. They generally desire to have representatives from the community present for those meetings, including the City Manager and in this case the Main Street Manager. Despite the fact that this will be a meeting of the newly constituted City Commission and just before Thanksgiving I would suggest at the very least that this Commission, if it chooses to introduce this ordinance tonight, that it also reschedule the November 24th meeting as a 7:00 p.m. meeting

RECOMMENDATION: That the City Commission review the materials submitted and introduce the PILOT

Ordinance as presented by the City Attorney and schedule a second reading possible further consideration to be held at the City Commissions November 24th meeting.

As a second motion I would further recommend that the City Commission reschedule its November 24th meeting from noon to 7:00 p.m.

OPTIONS:

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

12-8-15
4/44/pw

CITY OF BOYNE CITY

ORDINANCE NO. _____

TAX EXEMPTION ORDINANCE

ADOPTED: _____

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with an Authority-aided Mortgage Loan or an advance or grant from the Authority pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act"), and matters related thereto.

THE CITY OF BOYNE CITY ORDAINS:

Section 1. Purpose. This Ordinance authorizes and approves an annual service charge in lieu of taxes for residential housing developments that: (a) serve Low Income or Moderate Income Persons (as defined in the State Housing Development Authority Act, Act 346 of the Public Acts of Michigan of 1966, as amended, and this Ordinance); (b) are financed or assisted by USDA-RD or the Authority in accordance with Act 346; (c) are located within the City; and (d) comply with this Ordinance.

Section 2. Title. This Ordinance shall be known and cited as the "*City of Boyne City Tax Exemption Ordinance-Parkview Apartments.*"

Section 3. Preamble. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the annual service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefitted and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that the Parkview Apartments Limited Dividend Housing Association Limited Partnership (the "Sponsor" as defined in Section 4 of this Ordinance) has committed to acquire and rehabilitate, own and operate a housing development identified as Parkview Apartments on certain property located at 326 East Division Street

J

in the City to serve low income persons and families, and that the Sponsor has offered to pay and will pay to the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Section 4. Definitions. The terms used within this Ordinance shall have the following meanings:

A. "Act" means the State Housing Development Authority Act, being Act 346 of the Public Acts of Michigan of 1966, as amended.

B. "Authority" means the Michigan State Housing Development Authority.

C. "Annual Shelter Rents" means the total collections during each calendar year from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.

D. "Class" means the Housing Development known as Parkview Apartments for Low Income or Moderate Income Persons.

E. "Contract Rents" are as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended, received in connection with the operation of a housing project representing rent or occupancy charges, exclusive of utilities.

F. "Federally-Aided Mortgage" means any of the following:

(i) A mortgage insured, purchased, or held by the Secretary of the Department of Housing and Urban Development ("HUD") or United States Department of Agriculture — Rural Development ("USDA-RD");

(ii) A mortgage receiving interest credit reduction payments provided by the HUD or USDA - RD;

(iii) A Housing Development to which the Authority allocates low income housing tax credits under Section 22b of the Act; or

(iv) A mortgage receiving special benefits under other federal law designated specifically to develop low and moderate-income housing, consistent with the Act.

G. "Housing Development" means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines to improve the quality of the development as it relates to housing for persons of low income. For the purposes of this Ordinance, "Housing

K

Development" means Parkview Apartments located on the property legally described as:

Part of the Northeast ½ of the Northwest ¼, Section 2, T32N-R6W, City of Boyne City, Charlevoix County, Michigan. Described as beginning at a point on the North Line, of said Section 2 which is S 89°53'40" W, 331.89 feet from the north ¼ Corner of said Section 2; Thence S 00°35'05" E, 1426.53 feet; Thence S 89°09'43" W, 331.14 feet; Thence N 00°36'53", 1230.77 feet; Thence N 89°53'40" E, 100.00 feet; Thence N 00°36'53" W, 200.00 feet to a point on said North Line; Thence along said North Line 231.89 feet to the Point of beginning. Containing 10.413 acres more or less and subject to East Division Street Road Right of Way, also subject to all Easements and Restrictions of record.

H. "Low Income or Moderate Income Persons and Families" means persons and families eligible to move into the Housing Development and as defined in the Act, as amended.

I. "Mortgage Loan" means a loan or grant made or to be made or approved by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of the Housing Development, and secured by a mortgage on the Housing Development.

J. "Rehabilitation" means the definition of rehabilitation as provided in MCL 126.1411(s) on any work scope, redevelopment or personal property purchase which is identified in the USDA-RD Approved Capital Needs Assessment for Parkview Apartments dated March 26, 2012. Included in this definition is any repair, reconstruction or rehabilitation of infrastructure at Parkview Apartments including roads, utilities, parking areas and facilities.

K. "Sponsor" means Parkview Apartments Limited Dividend Housing Association Limited Partnership and its successors or assigns, so long as such successor or assign is lawfully organized and receives a Mortgage Loan pursuant to this Ordinance.

L. "Tax Credits" means the low income housing tax credits made available by the Authority to the Sponsor for rehabilitation of the Housing Development by the Sponsor in accordance with the Low Income Housing Tax Credit Program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

M. "USDA-RD" means the United States Department of Agriculture, Rural Development.

N. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the Housing Development.

Section 5. Class of Housing Projects. It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income and Moderate Income

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L

Persons and Families that are financed with a Federally-Aided Mortgage Loan. It is further determined that Parkview Apartments is of this class or assisted by USDA-RD or the Authority pursuant to the Act.

Section 6. Establishment of Annual Service Charge.

The Housing Development identified as Parkview Apartments and the property on which it is located shall be exempt from and after the ~~adoption of this Ordinance~~ commencement of Rehabilitation of the Housing Development, all ad valorem property taxes. **[NOTE: CONFIRM WITH CITY ASSESSOR THIS IS LAWFUL UNDER THE GENERAL PROPERTY TAX ACT]** The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the Housing Development for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate and operate the Housing Development, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt or continuance of a Federally-Aided Mortgage Loan, the annual service charge shall be equal to 7% of the Annual Shelter Rents actually collected by the Housing Development during each operating year.

Section 7. Limitation on the Payment of Annual Service Charge. Notwithstanding Section 6, if any portion of the Housing Development is occupied by other than Low Income and Moderate Income Persons, the full amount of the taxes that would be paid on those units of the Housing Development if the Housing Development were not tax exempt shall be added to the service charge in lieu of taxes.

Section 8. Contractual Effect of Ordinance. Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, and subject to the terms of this Ordinance including, but not limited to Section 11 herein, this Ordinance constitutes a contract between the City and the Sponsor with the Housing Development to provide an exemption from *ad valorem* property taxes and to accept the payment of an annual service charge in lieu of such taxes, as previously described in this Ordinance. It is expressly recognized that the Authority and USDA-RD are third party beneficiaries to this Ordinance. Sponsor shall provide to City, at least annually, any audit or annual report information which Sponsor provides to other public agencies.

Section 9. Payment of Service Charge. The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as *ad valorem* property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before April 1st of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*)

M

Section 10. Duration. This Ordinance shall remain in effect and shall not terminate so long as the Housing Development remains subject to a Federally Aided Mortgage Loan and so long as (a) the Housing Development submits the required annual notification of exemption pursuant to M.C.L. 125.1415a(1), as amended; and (b) the Mortgage Loan remains outstanding and unpaid, but in any event not more than fifteen (15) years from the enactment of this Ordinance.

Section 11. Severability. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 12. Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 13. Effective Date. This Ordinance shall become effective on fifteen (15) days after enactment or upon publication, whichever shall later occur as provided in Section 7.14 of the City Charter.

CITY CLERK

Passed and adopted by the City of Boyne City on _____, 2015.

, President

, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

I, the undersigned, the duly qualified and acting Clerk of the City of Boyne City, Charlevoix County, Michigan, do hereby certify that the foregoing Ordinance was adopted by the City of Boyne City at a regular City Council meeting duly held on the ____ day of _____, 2015, and that the meeting was held in compliance with notice provisions and all other requirements of Act 267 of the Public Acts of 1976, as amended. I hereby certify that I published the Ordinance in the _____ on the _____ day of _____, 2015.

 , Clerk

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- 1 Aggregate Taxable Value \$ 1,000,000
- 2 TCV Annual Inflation 0.008
- 3 REHAB Capital Needs Assessment Estimated Total \$1,500,000
- 4 Park View Damage Repair Total \$150,000
- 5 Annual Sheltered Rent Receipts (est.) \$ 545,350
- 6 City Project Total (est.) \$ 60,000
- 7 % PILOT (percent of sheltered rent receipts) 7%

YEAR	Jurisdictions		Schools	Dist. Library	Char-Em ISD	County	City	TOTAL TAXES	ANNUAL PILOT 7% of SHELTERED RENTS (est.)	City Share of 7% PILOT
	Millages	0.9696								
1	2016	\$27,350	\$970	\$2,781	\$7,750	\$18,200	\$57,051	\$38,175	\$12,178	
2	2017	\$27,350	\$970	\$2,781	\$7,750	\$18,200	\$57,051	\$38,175	\$12,178	
3	2018	\$27,350	\$970	\$2,781	\$7,750	\$18,200	\$57,051	\$38,175	\$12,178	
4	2019	\$27,350	\$970	\$2,781	\$7,750	\$18,200	\$57,051	\$38,175	\$12,178	
5	2020	\$27,350	\$970	\$2,781	\$7,750	\$18,200	\$57,051	\$38,175	\$12,178	
6	2021	\$27,569	\$977	\$2,804	\$7,812	\$18,346	\$57,507	\$38,175	\$12,178	
7	2022	\$27,789	\$985	\$2,826	\$7,874	\$18,492	\$57,967	\$38,175	\$12,178	
8	2023	\$28,012	\$993	\$2,849	\$7,937	\$18,640	\$58,431	\$38,175	\$12,178	
9	2024	\$28,236	\$1,001	\$2,871	\$8,001	\$18,789	\$58,899	\$38,175	\$12,178	
10	2025	\$28,462	\$1,009	\$2,894	\$8,065	\$18,940	\$59,370	\$38,175	\$12,178	
11	2026	\$28,689	\$1,017	\$2,918	\$8,130	\$19,091	\$59,845	\$38,175	\$12,178	
12	2027	\$28,919	\$1,025	\$2,941	\$8,195	\$19,244	\$60,323	\$38,175	\$12,178	
13	2028	\$29,150	\$1,033	\$2,964	\$8,260	\$19,398	\$60,806	\$38,175	\$12,178	
14	2029	\$29,383	\$1,042	\$2,988	\$8,326	\$19,553	\$61,292	\$38,175	\$12,178	
15	2030	\$29,618	\$1,050	\$3,012	\$8,393	\$19,710	\$61,783	\$38,175	\$12,178	
		TOTALS		TOTALS		\$281,203	\$881,478	\$572,618	\$182,673	

NOTES:

COL A = ROW 5 x ROW 7

COL B = COL A x 18.2 mills ÷ 57.0509 mills

Total	Jurisdiction	Class	Millage	%
27.3500	Schools	SET	6.0000	21.94%
		Local Ops	18.0000	65.81%
		Local Debt	3.3500	12.25%
0.9696	Dist. Library	Ops 1	0.6367	65.67%
		Ops 2	0.3329	34.33%
2.7813	Char-Em ISD	Ops1	0.2000	7.19%
		SpEd 1	0.6713	24.14%
		SpEd 2	1.1600	41.71%
7.7500	County	VocTech	0.7500	26.97%
		Ops 1	4.7000	60.65%
		Transit	0.2500	3.23%
		Grandvdu	0.7500	9.68%
		Vets	0.1000	1.29%
		Parks	0.1500	1.94%
		Seniors	0.6500	8.39%
		Recycling	0.1500	1.94%
		Roads	1.0000	12.90%
18.2000	City	Ops 1	15.5100	85.22%
		Facy Debt	2.6900	14.78%
57.0509	TOTALS		57.0509	

A

Money to Split

\$38,175

JURISDICTION	Millage	% of Mills	Taxes
Schools - SET	6.00000	10.52%	\$4,014.84
Schools - Local Ops	18.00000	31.55%	\$12,044.51
Schools - Local Debt	3.35000	5.87%	\$2,241.62
District Library - Ops 1	0.63670	1.12%	\$426.04
District Library - Ops 2	0.33290	0.58%	\$222.76
Char EM Isd - Ops 1	0.20000	0.35%	\$133.83
Char EM Isd - Spc Ed 1	0.67130	1.18%	\$449.19
Char EM Isd - Spc Ed 2	1.16000	2.03%	\$776.20
Char EM Isd - Voc Ed	0.75000	1.31%	\$501.85
County - Ops 1	4.70000	8.24%	\$3,144.95
County Transit	0.25000	0.44%	\$167.28
County Grandvue	0.75000	1.31%	\$501.85
County Vets	0.10000	0.18%	\$66.91
County Parks	0.15000	0.26%	\$100.37
County Seniors	0.65000	1.14%	\$434.94
County Recycling	0.15000	0.26%	\$100.37
County Roads	1.00000	1.75%	\$669.14
City Ops 1	15.51000	27.19%	\$10,378.35
City Facility Debt	2.69000	4.72%	\$1,799.98
	57.0509	100.00%	\$38,175.00
			\$18,300.96
			\$648.80
			\$1,861.08
			\$5,185.83
			\$12,178.34
			\$38,175.00

Q

December 8, 2015

Robert Brooks
Parkview Apartments Limited
Dividend Housing Association
Limited Partnership
05465 Aspen Drive
Charlevoix, MI 49720

RE: Parkview Apartments

Dear Mr. Brooks:

The City of Boyne City ("City") agrees that, upon the request of Parkview Apartments Limited Dividend Housing Association Limited Partnership ("Parkview"), the City will permit the connection of edge drains serving the Parkview Apartments property to the City catch basins to aid in the lowering of groundwater elevations on the Parkview property. Any such connection shall be at the sole cost of Parkview and subject to the following:

The City reserves the right to restrict the flow to a manageable level to make sure it does not overtask the City system. For example, it may require that Parkview connects gradually as the system can accept it. In addition, the City's duty to accept is conditional on the following:

1. Proper design documentation for the tie-in is prepared by a licensed professional engineer and is provided for review by the City of Boyne City
2. They submit a completed Right of Way use form.
3. All work will be required to adhere to our Municipal Standards.

Very truly yours,

Michael Cain, City Manager

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R



City of Boyne City

MEMO

Date: December 4, 2015

To: Mayor Neidhamer and the Boyne City City Commission

From: Michael Cain, City Manager *Mc*

Subject: Temporary City Hall

For quite some time we have been looking for temporary quarters to house our City Hall operations if and when work on a new City Hall began. With that possibility looking like it will become a reality this spring that search has become more serious in recent months. For quite some time I have been exploring options with our neighbor Honeywell. They have excess unused space in their facility right across the street just north of the 4Front Credit Union. This space, shown on the attached floor plan, is a mixture of offices and open space that seems sufficient to meet our needs for an estimated period of 18 to 24 months. Both City staff and the City Commission have had an opportunity to tour the proposed space. Portions of this space was used by the Library as their temporary location while their building was being rebuilt and expanded in the late 1990's. While the space is currently dirty and dated we believe it could be made fully useable in a manner that would allow us to continue to meet the needs of the community in an appropriate manner while the new City facilities are being built.

Key points of a possible lease would include:

- 1) Leasing about 6,600 square feet of space
- 2) Base term of 1 year with an option of three 6 month extensions, as needed. Up to 2½ years total.
- 3) Lease would begin on January 1, 2016
- 4) Rent of \$2,756.25 per month with 3% annual increases
- 5) Utilities of \$551.25 per month
- 6) City would be responsible for building prep, cleaning, maintenance and plowing of the south parking lot.

So the first year costs for rent and utilities would be \$33,075 and \$34,067.25 for a full second year, if needed.

Prior to moving in we will need to clean the area to be rented, paint as needed and also install phone and computer systems.

The leased space will not have a backup power supply in case of power failure, as our existing building does.

The building will have sufficient open space for us to hold our primary meetings and all elections in. Being located right across the street from where we are now will make it easy for customers to find our temporary location. We have not been able to locate an alternate space that meets our needs so well.

Our plan for the Police Department is to have them modify and move into space being vacated in the old DPW areas in the building behind City Hall.

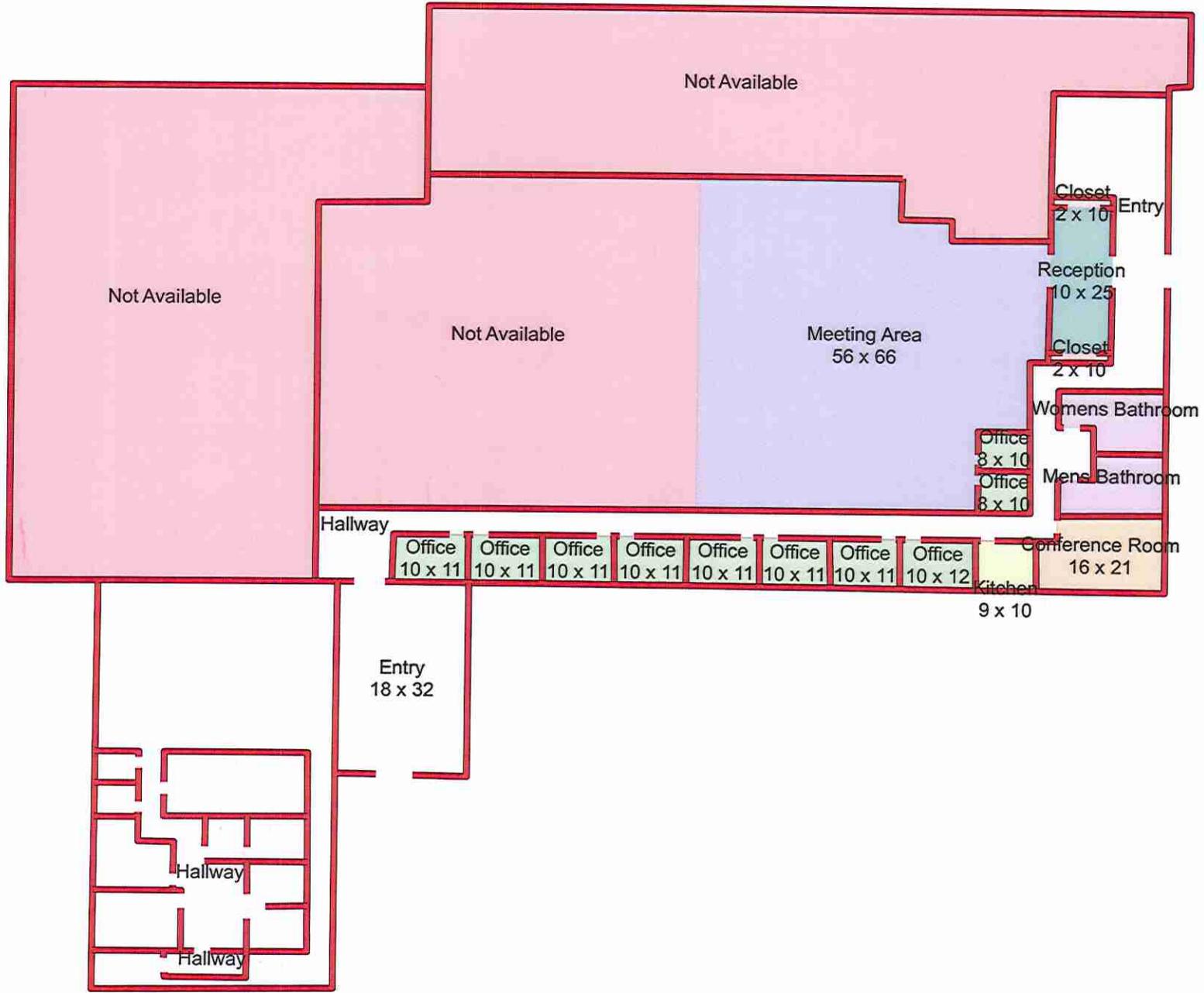
I have met with Charlevoix County MSU Extension to see if they are interested in moving with us into some of the space we may not need. They expressed an interest in doing so, while they are also exploring other options. I have also told Honeywell's corporate real estate division, which is handling this transaction, that we want to

have the option of having the MSU Extension move in with us when we come.

RECOMMENDATION: That the City Commission authorize the City Manager to complete negotiations and execute an agreement with Honeywell to lease space at 364 North Lake Street for a temporary City Hall for a period not to exceed 30 months as outlined above at a first year rental cost of \$33,075.

Options:

- a) Postpone action on this matter for further information or consideration.
- b) Consider alternate locations or arrangements.
- c) Other option as determined by the City Commission.



Not Available

Not Available

Not Available

Meeting Area
56 x 66

Closet
2 x 10

Entry

Reception
10 x 25

Closet
2 x 10

Womens Bathroom

Office
8 x 10

Office
8 x 10

Mens Bathroom

Hallway

Office
10 x 11

Office
10 x 12

Kitchen
9 x 10

Conference Room
16 x 21

Entry
18 x 32

Hallway

Hallway

MEMORANDUM

TO: MICHAEL CAIN; CITY MANAGER *Mc*

FROM: ANDREW KOVOLSKI; PUBLIC WORKS SUPERINTENDENT *AK*

DATE: 12/04/15

RE: 319 N.LAKE CAMPUS ASBESTOS SURVEY

As we move toward demolition and reconstruction of the current facilities at the 319 N. Lake Street campus we will need to complete an Asbestos Survey of the buildings to determine if there is any asbestos materials in the facilities that would need to be abated before demolition could begin. As you may recall we had to test the North Boyne Buildings prior to their demolition. This testing is a requirement of both the Michigan Department of Environmental Quality the Federal Environmental Protection agency.

Attached to this memorandum please find a proposal from Sagasser and Associates in the estimated amount of \$4,965.75; this amount is based on the collection and analysis of 135 samples. This would make the per sample cost \$36.78 each. Should there be a need to complete more than the 135 samples Sagasser and Associates will submit a proposal outlining the need for the additional work and a cost to complete it. Also attached you will find a proposal from Otwell Mawby in the estimated not to exceed amount of \$2167.00. Per a phone conversation with Bob Peters of Otwell Mawby they are proposing to take only 70 samples for a per sample cost \$30.95. If any additional samples are required above the proposed 70 they will complete them at their unit cost.

RECCOMENDATION:

It is my recommendation that the City Commission approves the contract for the Asbestos Survey for the 319 N Lake Street Facilities at a unit cost of \$30.95 per sample with Otwell Mawby and authorize the City Manager to sign the required documents. Should the need arise to exceed the 70 samples, I ask that the City Commission authorize the City Manager to proceed as needed with additional sampling at a cost of \$30.95 per sample to complete the project.

OPTIONS:

1. That this matter be postponed for further information or consideration
2. That this matter be approved subject to some revision
3. Any other option as determined by the City Commission

Sagasser & Associates, Inc.

Environmental Assessment and Consulting Services

November 13, 2015

Mr. Andy Kvoski
The City of Boyne City
319 North Lake Street
Boyne City, Michigan 49712

RE: Proposal for an Asbestos Survey
City Hall/Police Station/Museum Building & Maintenance Garage/Fire Department Building
319 North Lake Street
Boyne City, Michigan
(Proposal #P111506)

Dear Mr. Kvoski:

Sagasser & Associates, Inc. appreciates the opportunity to present this proposal for an asbestos survey at the aforementioned buildings (Site).

Purpose

The purpose of survey will be to identify and assess the condition of the suspect asbestos containing materials (SACM) in the buildings since the city buildings are intended to be demolished.

Scope of Services

Sagasser & Associates, Inc. personnel will complete a survey of the building according to 763.85 of AHERA and/or the NESHAP regulations. The survey will include visually inspecting and assessing the condition of all SACM. Sagasser & Associates, Inc. estimates the collection and submittal of one-hundred thirty-five (135) ACM bulk samples (representing 45 homogeneous SACM) for analysis by EPA Method 600-Polarized Light Microscopy (PLM) to determine the presence and percentage of asbestos mineral fibers in the sampled materials. At least three (3) samples will be collected from each type of SACM. A report detailing the locations and estimates of area/length of SACM in the building will be completed.

At present, it is understood that the buildings are not to be immediately demolished. Due to the continued use and occupancy of the buildings, destructive sampling may not be possible and certain building materials and/or areas may not be fully assessed as part of this survey. Those materials/areas will be documented in the survey report.

Scheduling

Services for this evaluation may commence upon written notice from the Client. Sagasser & Associates, Inc. proposes to complete the aforementioned services within a two week time frame, dependent upon the accessibility, laboratory turn-around-time (5 day), subcontractor availability, and in conjunction with requirements of the client.

Cost Estimate

Services will be provided at an hourly/unit cost basis as stated in the attached Fee Schedule and based on standard laboratory turn-around-time. The costs of sample analysis is dependent upon the number of different layers present per sample. As a potential cost saving for sample analysis, Sagasser & Associates, Inc. proposes that the samples are analyzed until the first positive ACM sample is detected.

As a potential costs savings, Sagasser & Associates, Inc. tends to utilize a phased approach to the building material sampling activities. This phased approach is specifically directed to address the mudded joint insulation observed on the piping near the ceiling of the maintenance garage area which would require the use of a scissor lift in order to obtain the mudded joint samples. Since the piping appears consistent (i.e. homogenous) throughout the building, Sagasser & Associates, Inc. proposes to initially collect samples from the mudded joints in accessible areas which would not require a scissor lift. Dependent upon the analytical results of the samples (all positive for asbestos or mixed results), a determination as to the necessity of the additional sampling with a scissor lift will be made.

If the use of a scissor lift is necessary, Sagasser & Associates, Inc. will require a second person to be on-site as a safety precaution. As a potential cost savings, city personnel can be utilized as safety personnel. The invoice will be adjusted accordingly should a scissor lift not be required.

Based on the discussed scope of services, Sagasser & Associates, Inc. will complete the asbestos sampling in the aforementioned buildings for an estimated cost on the order of **\$4,965** dependent upon the number of SACM samples/layers collected and analyzed. If more or less than 135 asbestos samples are collected, Sagasser & Associates, Inc. will provide the Client with a cost estimate for the additional samples prior to laboratory submittal or adjust the invoice accordingly.

If additional consulting services above and beyond those defined herein are required, Sagasser & Associates, Inc. will contact and provide you with a verbal cost estimate for those services. Upon receipt of your verbal authorization for any additional services, Sagasser & Associates, Inc. will proceed to complete the authorized services and invoice in accordance with the attached Fee Schedule. Payment of services is net 30 days with interest added to unpaid balances in accordance with the Sagasser & Associates, Inc. General Conditions, which are attached and incorporated into this proposal.

Closing

Sagasser & Associates, Inc. appreciates the opportunity to provide our consulting services and we are dedicated to providing professional environmental consultation and personal assistance for your project. Should you have any questions or comments, please do not hesitate to contact our office at your convenience.

Respectfully Submitted,

Sagasser & Associates, Inc.



Scot Egleston
Senior Environmental Scientist



Kevin D. Sagasser, P.E.
Senior Project Engineer

Attachments: Cost Estimate, Fee Schedule, Project Data Sheet, General Conditions, Service Agreement

Cost Estimate Asbestos Survey

I. Asbestos Survey	UNIT COST	COST
A. Field Services (inspection, sample collection & sample prep)		
Environmental Scientist		
28 hours @	\$74.00 /hour	\$2,072.00
Environmental Technician		
8 hours @	\$68.00 /hour	\$544.00
Subtotal		\$2,072.00
B. Laboratory Services (assumed 135 bulk sample layers) (costs+15%)		
Bulk asbestos samples by PLM - EPA Method 600		
135 samples-5 day turn-around time @	\$9.25 /sample	\$1,248.75
Sample Shipping		
1	\$25.00 /package	\$25.00
Subtotal		\$1,273.75
C. Additional Equipment		
Scissor Lift Rental (daily rental & delivery)		
1	\$390.00 /day	\$390.00
Subtotal		\$390.00
D. Report Preparation		
Environmental Scientist		
8 hours @	\$74.00 /hour	\$592.00
Senior Project Manager		
1 hours @	\$94.00 /hour	\$94.00
Subtotal		\$686.00
ESTIMATED COST #		\$4,965.75

Cost based on an estimated number of samples/analyzed layers.

SAGASSER & ASSOCIATES, INC. - GENERAL CONDITIONS

The following are the terms and conditions for professional services to be performed by Sagasser and Associates, Inc. as outlined in the proposal and being part of the agreement for services. The conditions outlined herein will supersede all prior written or oral agreements, and any other terms or conditions of the Client are expressly objected to and rejected by Sagasser & Associates, Inc. Sagasser & Associates, Inc. undertaking of services is in reliance of the Client's agreement to the terms and conditions as formally outlined below.

Part 1 - Performance of Work: Sagasser & Associates, Inc. will perform the proposed scope of services using due care in accordance with good and customary practices, as ordinarily exercised by other reputable members of the profession under similar circumstances. Client agrees to notify Sagasser & Associates, Inc. with all known information regarding existing and proposed conditions of the site and undertaking. The nature of the services to be provided inevitably result in uncertainties with respect to exact contaminant conditions and/or subsurface characteristics, and certain interpolations and assumptions are often necessary, therefore Sagasser & Associates, Inc. makes no warranty, or guarantee, express or implied with respect to the services performed not expressed in writing. Sagasser & Associates, Inc. may at the request of the Client complete services that are beyond the original proposed scope. The cost for additional services will be in accordance with Sagasser & Associates, Inc. Fee Schedule and according to Part 2 of these conditions. Client agrees that in no event will Sagasser & Associates, Inc. be liable for any claim, damage, expense, attorney fee, etc., not directly resulting from the negligent acts, errors or omissions of Sagasser & Associates, Inc. In no event will any liability under this agreement exceed the actual damages suffered or available insurance coverage.

Part 2 - Payment for Services: Client agrees to pay invoices on receipt. Sagasser & Associates, Inc. will provide a detailed invoice of services pursuant to the agreement, typically on a monthly basis. Terms require payment within thirty (30) days of invoice. Payment not received within 60 days will be charged interest at the rate of 0.5 percent per month on any unpaid balances, or the maximum allowable by law. Invoices not paid within 60 days will be considered in default and Sagasser & Associates, Inc. may suspend all future work on the project without liability for completion or liability to the Client or others. Additional services verbally requested or authorized by the Client will be billed in addition to the agreed price in accordance with Sagasser & Associates, Inc. Fee Schedule. Either the Client or Sagasser & Associates, Inc. may terminate this agreement upon seven (7) days written notice. Sagasser & Associates, Inc. will be paid for all services up to the termination date.

Part 3 - Insurance: If requested, Sagasser & Associates, Inc. will furnish the Client with a Certificate of Insurance. Sagasser & Associates, Inc. carries Commercial General Liability Insurance at a limit of \$3,000,000. At the Client's request, increased insurance coverage will be purchased, if obtainable. The cost of increased insurance coverage will be at the expense of the Client. Sagasser & Associates, Inc. will have no liability beyond the limit and conditions of the insurance policy.

Part 4 - Subcontract Services: Sagasser & Associates, Inc. may elect to utilize a subcontractor on behalf of the Client to complete portions of the services provided by Sagasser & Associates, Inc. No warranties, beyond that provided to Sagasser & Associates, Inc. will be given pertaining to any subcontractor services or equipment purchases.

Part 5 - Indemnification: Client agrees to indemnify, protect, defend and hold harmless Sagasser & Associates, Inc. from, and against all liability, including any and all claims, losses, damages, environmental liability, attorney fees, expenses, and cost of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous substances of any kind or otherwise arising out of this agreement without any fault of Sagasser & Associates, Inc. Client shall not be obligated to indemnify Sagasser & Associates, Inc. for injury or damage (other than incidental or consequential damage) caused directly and solely by the negligent acts, errors, or omissions of Sagasser & Associates, Inc. Furthermore, Client agrees to indemnify and hold harmless Sagasser & Associates, Inc. its affiliates, directors, officers, employees, agents, and subcontractors, from and against all claims, damages, losses and related expenses involving subsurface structures which are known to the Client but not called to Sagasser & Associates, Inc. attention and correctly depicted on any furnished plans. Sagasser & Associates, Inc. agrees to indemnify and defend Client from and against any loss, claim, damage due to Sagasser & Associates, Inc. negligent acts or omission or breach of this agreement.

Part 6 - Site Access: Client agrees to seek access to the site described in the agreement and if owner, or owners representative, of the site hereby agrees to relieve Sagasser & Associates, Inc. from any liability that may arise as a result of Sagasser & Associates, Inc. investigative activities at the site. Regulations require specific reporting requirements be completed if a contaminant release is discovered. The responsibility for reporting compliance will be borne by the Client. It is understood by the Client that in the normal course of work some damage to the site or materials may occur. Sagasser & Associates, Inc. will take reasonable precautions to prevent or minimize damage, however, the cost for site restoration beyond normal repair of Sagasser & Associates, Inc. work is the responsibility of the Client. Also, the Client or owner is solely responsible for all aspects of site security.

Part 7 - Waiver: No waiver, discharge or renunciation of any claim or right of Sagasser & Associates, Inc. arising out of Client's breach of this agreement shall be effective unless Sagasser & Associates, Inc. agrees to waive its claim or right and such agreement is supported by separate consideration.

Sagasser & Associates, Inc.

Environmental Assessment and Consulting Services

SERVICE AGREEMENT

**Proposal for an Asbestos Survey
City Hall/Police Station/Museum Building & Maintenance Garage/Fire Department Building
319 North Lake Street
Boyne City, Michigan
Proposal #P111506**

The undersigned authorizes Sagasser & Associates, Inc. to proceed with completion of the services outlined in proposal P111506, dated November 12, 2015, in accordance with the stated terms, and agrees to be responsible for payment. This Agreement relies on the referenced proposal, Sagasser & Associates, Inc. General Conditions and Fee Schedule.

Date

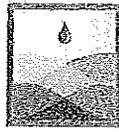
Client's Name

Client Authorized Person

Authorization Signature

This Agreement is furnished in duplicate so that one copy may be signed and returned to Sagasser & Associates, Inc. as formal authorization to proceed.

Sagasser & Associates, Inc. sincerely appreciates the opportunity to provide our environmental services and we look forward to working with you for completion of the project.



Otwell Mawby, P.C.
Consulting Engineers

November 30, 2015

Andrew Kovolski
City of Boyne City
319 N. Lake Street
Boyne City, MI 49712

Sent Via Email: maintenance@boynecity.com

**SUBJECT: PROPOSAL FOR ENVIRONMENTAL SERVICES
ASBESTOS BUILDING MATERIAL INSPECTIONS
CITY HALL AND CITY GARAGE
BOYNE CITY, MICHIGAN**

Dear Mr. Kovolski:

Otwell Mawby P.C. (Otwell Mawby) is pleased to present our proposal to conduct 2 asbestos building material inspections of the Boyne City, City Hall and City Garage located at 319 N. Lake Street in Boyne City, Michigan.

Otwell Mawby is a leader in the asbestos consulting industry in northern Michigan. We have completed over 50 asbestos building material inspections in the past year alone.

SCOPE OF SERVICES

Otwell Mawby will provide the labor, equipment, and materials necessary to complete the following scope of services:

Task 1 – Inspection and Sample Collection

Otwell Mawby will complete an asbestos building inspection utilizing a State of Michigan accredited inspector, who will collect samples of materials suspected of containing asbestos. All samples will be collected in compliance with USEPA protocols. Sampling will be conducted utilizing destructive techniques in preparation for demolition of the 2 buildings. Destructive surveying involves inspection and sampling within wall cavities, roofs, above ceilings, and under floor coverings to assess the building for hidden ACMs. This usually involves creating holes in walls and ceilings and removing flooring coverings. Otwell Mawby will tar the areas where the roof is disturbed.

All samples will be sent to Environmental Enterprise Group (EEG) laboratories for analysis using Polarized Light Microscopy (PLM). EEG is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for the analysis of asbestos in bulk samples using PLM (NVLAP Lab Code 101587-0). The samples will be sent for analysis at a standard turn-around rate (three to four business days).

Otwell Mawby intends to complete the inspection activities during one site visit. The client is requested to make arrangements for Otwell Mawby to have access to each space within the building structure.

* 70 Samples Per Above Conversation with BOB PETERS.

309 East Front Street Traverse City, Michigan 49684 231-946-5200 Fax: 231-946-5216

Mr. Andrew Kovolski
319 N. Lake Street, Boyne City, Michigan
November 30, 2015

Otwell Mawby, P.C.
Traverse City, Michigan
Page 2

Task 2 – Report Preparation

Otwell Mawby will prepare an Asbestos Building Inspection Report summarizing the findings, including copies of the laboratory reports from EEG. Otwell Mawby will prepare two (2) copies of the report for your use and distribution.

SCHEDULE

The field activities can be scheduled in December 2015 or January, 2016. Laboratory analytical results are expected one week following the field sampling. We will issue a report within one week of receipt of the laboratory analytical results or we will meet any other reasonable schedule.

COMPENSATION

Otwell Mawby will provide the building material inspection scoped herein on a time and materials not to exceed basis. The budgeted cost for completion of the project activities is as follows:

2 Asbestos Building Inspections	\$2,167.00 (not to exceed)
---------------------------------	----------------------------

The work will be completed and invoiced as described herein, in accordance with the attached project Terms and Conditions. Additional work beyond the Asbestos Building Material Inspection scope provided in this proposal will only be executed upon your authorization.

Following your review and acceptance of our proposal, please sign and return the attached project authorization form authorizing Otwell Mawby, P.C. to work on this project.

We thank you for the opportunity to provide our proposal for your review and consideration. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

OTWELL MAWBY, P.C.



Bob Peters
Project Manager

Attachment

cc: Proposal File

OTWELL MAWBY, P.C.
309 East Front Street
Traverse City, Michigan 49684

STANDARD TERMS AND CONDITIONS
EFFECTIVE JANUARY 2014

I. Fees for Consulting Services

Hourly rates for:	Principal	\$85.00
	Project Manager / Sr. Engineer/Geologist	\$80.00
	Project Engineer/Geologist	\$70.00
	Staff Engineer/Geologist	\$60.00
	Senior Environmental Technician	\$57.00
	Technician II	\$45.00
	Technician I	\$40.00
	Clerical	\$30.00

II. Equipment Charges

Mileage	\$0.60 per mile
Sampling Pump	\$75.00 per day
Water Well Monitoring Equipment	\$25.00 per day
Pressure Transducer Equipment	\$50.00 per day
Photoionization Detector (PID)	\$125.00 per day

III. Services of Others

On occasion, subcontractors and subconsultants will be used with your approval. The cost of such services plus a fifteen percent contract administration fee will be included in our invoice.

IV. Invoices

Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 60 days of invoice date. Interest will be added to accounts in arrears at the rate of 1.5 percent per month.

V. On-Site Services During Project Activities

Should our services be provided on the job site during project activities, clean-up or other site tasks, it is understood that, in accordance with generally accepted engineering practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the site.

It is further understood that field services provided by our personnel will not relieve the contractor of his responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications.

VI. Ownership of Documents

All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which we prepare, as instruments of service, shall remain our property. You agree that all reports and other work we furnish you or your agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

Any documents or reports prepared by our firm are intended for your use and benefit and any lenders that might rely on the report and findings whose interests are secured by the property. They are not intended for use by any other third party.

Reports and other materials resulting from our efforts on this project or site are not intended or represented to be suitable for reuse by you or others on extensions or modifications of this project or for any other projects or sites. Reuse of reports or other materials by you or others on extensions or modifications, of this project or on other sites, without our written permission or adaptation for the specific purpose intended shall be at the user's sole risk, without liability on our part, and you agree to indemnify and hold us harmless from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse resulting from the release of documents.

VII. Confidentiality

We will hold confidential all business or technical information obtained or generated in the performance of services under this Agreement. We will not disclose such information without your consent, except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standard of conduct regarding immediate and emergency public safety and health concerns; (3) compliance with any court order or governmental directive; and/or (4) protection of Otwell Mawby, P.C. against claims or liabilities arising from the performance of services under this Agreement. Our obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

VIII. Insurance

We are protected against risks of liability exposure by Worker's Compensation Insurance, Comprehensive General Liability Insurance (bodily injury and property damage), Automobile Liability and Professional Liability Insurance. We will furnish information and certificates at your request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions, and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

IX. Standard of Care

In accepting this Agreement for consulting services, you acknowledge the inherent risk associated with oil, hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions as well as with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. We make no express or implied warranty beyond our commitment to conform to this standard.

X. Indemnity

It is understood and agreed that, in seeking our consulting services under this Agreement, you are requesting us to undertake potentially uninsurable obligations for your benefit involving the presence or potential presence of hazardous wastes and substances. Therefore, you agree to hold harmless, indemnify, and defend us from and against any and all claims, losses, damages, liability, and costs, including but not limited to costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of our negligence in the performance of services under this Agreement.

XI. Limitation of Liability

As part of this contractual Agreement, both parties agree, acknowledge, and so contract between themselves that in the event the owner or signatory to this contract suffers any monetary damage resulting from the negligence of Otwell Mawby, P.C., it is specifically agreed that the liability shall be limited to the extent of coverage of Otwell Mawby, P.C.'s professional liability insurance policy.

XII. Guaranty

The undersigned hereby jointly and severally personally guarantee the full and prompt payment, when due, of the entire principal amount owed Otwell Mawby for services rendered. The liability of the guarantors on this guaranty shall be continuing, direct and immediate and not conditional or contingent upon the pursuit of any remedies against the client or any other person, nor against security or liens available to Otwell Mawby.

CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*
From: Cindy Grice, City Clerk/Treasurer *CG*
Date: December 4, 2015
Subject: **FYE 2016 / 2017 Budget Schedule and 2016 City Commission Meeting Schedule change request**



Since the 2016 City Commission meeting date schedule was adopted, it has come to our attention that two of the dates will conflict with elections. The first is the March 8, 2016 Regularly Scheduled Commission meeting that is the same date of the March Presidential Primary. We are proposing moving that meeting to March 15 at 7:00 p.m. and the March 22 meeting to March 29 at noon. The second is the November 8, 2016 General Election, which also falls on a regularly scheduled meeting. We are proposing moving the November 8 meeting to November 15 at 7:00 p.m. and the November 22 meeting to November 29 at noon. Therefore, I am presenting a revised 2016 City Commission Meeting calendar along with the tentative Fiscal Year 2016 / 2017 Tentative Budget Schedule.

RECOMMENDATION:

I am recommending the Boyne City Commission approve the revised regular meeting schedule for 2016, also approving the Fiscal Year 2016 / 2017 Tentative Budget Schedule as presented.

2016 Calendar

January 2016

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

February 2016

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

March 2016

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

April 2016

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

May 2016

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

June 2016

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

July 2016

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

August 2016

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

September 2016

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

October 2016

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

November 2016

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

December 2016

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

○ = 7:00pm meeting

□ = noon meeting

CITY OF BOYNE CITY
TENTATIVE BUDGET SCHEDULE
Fiscal year 2016/2017

Wednesday, January 6, 2016

Budget documents are distributed to Department Heads

Wednesday, January 6, 2016 through Monday, February 1, 2016

Department Heads prepare budgets during this time period. Information is available through the City Manager, City Clerk/Treasurer. Review estimates prepared.

Monday, February 1, 2016

FINAL DAY FOR DEPARTMENT HEADS TO SUBMIT COMPLETED REQUESTED BUDGET FIGURES TO CITY MANAGER.

Monday, February 15 through Monday, February 29, 2016

City Manager reviews budgets with the Department Heads and determines tentative departmental amounts.

Monday, February 15, 2016

Planning Commission Meeting to review Capital Improvement Plan.

Tuesday, March 15, 2016

City Manager submits 2016/2017 Budget to City Commission - Budget Overview

Tuesday, March 22, 2016

Budget Review session with City Commission.

Tuesday, March 29, 2016 (City Commission noon meeting)

Reserved for continued budget review sessions if necessary.

Tuesday, April 12, 2016

Public Hearing and consideration of adoption of 2016/2017 Budget and Annual Appropriations Ordinance. Adopt proposed millage rate, and Fee Schedule.

Tuesday, April 26, 2016

City Commission consideration of final amendment approval for 2014/2015 Budget.

Sunday, May 1, 2016

FYE 2017 BUDGET GOES INTO EFFECT



City of Boyne City

Agenda Item 9D

MEMO

Date: December 4, 2015

To: Mayor Neidhamer and the Boyne City City Commission

From: Michael Cain, City Manager 

Subject: Pavilion Bidding Option

At the November 24th City Commission meeting it was requested to have further discussion of the possibility of bidding the remodeling of the Veterans Park Pavilion along with the City Facilities project at an upcoming City Commission meeting. Pursuant to that request this item is being placed on the agenda.

This matter was initially discussed by the Commission at its November 19th work session. Ray Kendra from Environment Architect felt this was a viable, no commitment way to determine the amount of saving that could be generated by bidding/doing the projects at the same time.

If there are any specific questions, comments, concerns or suggestions you would like me to address during this discussion, please let me know in advance.

RECOMMENDATION: That the City Commission further discuss the bidding of the Veterans Park Pavilion remodeling as requested.



City of Boyne City

MEMO

Date: December 8, 2015

To: Mayor Neidhamer and the Boyne City City Commission

From: Michael Cain, City Manager 

Subject: Personnel Policy Update – Holiday Bonus

For as long as anyone can remember all full time City employees with a minimum of one year seniority have received a Holiday bonus. Language governing this included in both our DPW/Water/Wastewater/Maintenance and Police Officer labor agreements. We also provide an annual Holiday bonus to all retired full time City employees, or their spouses as previously approved by the City Commission.

During a recent check we could not find similar language for our non-union personnel in our personnel policy, although this has been a documented annual occurrence at least back to the mid 1990's.

To insure that we are following proper policies I am recommending that the City Commission adopt the following addition to our personnel policy:

5.19 HOLIDAY BONUS Any employee who has completed one (1) full year of employment with the City as of December 15th shall be paid a holiday bonus. The amount of the bonus will be one hundred dollars (\$100) per employee except Department Heads who will receive one hundred and twenty five dollars (\$125) and part time employees who will receive fifty percent (50%) of the regular amount.

The proposed wording does not change the amount of recent bonuses, which have remained the same for department heads since the 1990's. The rate for other employees was increased to one hundred dollars in the mid 2000's.

RECOMMENDATION: That the City Commission approve the proposed addition to the City's Personnel Policy for Holiday Pay.

Options:

- a) Postpone action on this matter for further information or consideration.
- b) Modify the request
- c) Deny the request.
- d) Other option as determined by the City Commission.

December 2015

December 2015							January 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
							31						

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
	December 1 5:00pm ZBA	2	3 8:30am Main Street Board mtg. 6:00pm Parks & Rec	4	5
					6
7 1:00pm Redevelopment Ready Community Development Celebration (City Hall)	8 7:00pm City Commission	9	10 6:00pm Joint Board and Commission Meeting	11	12
6:30pm Lake Shore Drive Water System Extension Public					13
14	15	16	17	18	19
					20
21 5:00pm Planning Commission 7:00pm Historical Commission	22 12:00pm City Commission	23	24 Christmas Eve (United States) City Offices closed	25 Christmas City Offices Closed 11:00am Christmas Dinner (Presbyterian Church)	26
					27
28	29	30	31 City Offices closed New Year's Eve (United States)		

January 2016

January 2016							February 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29					
31													

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
				January 1, 2016	2
				City Offices Closed	
				New Years Day	3
4	5	6	7	8	9
	5:00pm ZBA		8:30am Main Street Board mtg. 6:00pm Parks & Rec		10
11	12	13	14	15	16
12:00pm EDC/LDFA	7:00pm City Commission		6:00pm City Wide Goal Setting		17
18	19	20	21	22	23
Martin Luther King Day (United St 5:00pm Planning Commission					24
25	26	27	28	29	30
	12:00pm City Commission		5:30pm Airport Advisory Board		31