



BOYNE CITY
CITY COMMISSION REGULAR MEETING
Boyne City Hall
319 North Lake Street
Tuesday, January 13, 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 December 2, 2014 Boards & Commission meeting minutes as presented
 - B. Approval of the December 9, 2014 City Regular City Commission meeting minutes as presented
 - C. Approval of recommendation from the Parks & Recreation Board to reappoint Michael Sheean to the board for a four-year term expiring December, 2018
 - D. Approval of recommendation from the Parks & Recreation Board to reappoint Jo Bowman to the board for a four-year term expiring December, 2018
 - E. Approval of recommendation from the Parks & Recreation Board to reappoint Jerry Swift to the board for a four-year term expiring December, 2018
 - F. Approval of recommendation from the Parks & Recreation Board to reappoint Heath Meeder to the board for a four-year term expiring December, 2018
 - G. Approval of recommendation from the Parks & Recreation Board to appoint Patrick Patoka to the Parks & Recreation Board to fill a term vacancy left by Bill Kuhn with a term expiring December, 2016
 - H. Approval of recommendation of the Main Street Board to reappoint Pat O'Brien for a four year term expiring January 18, 2019
 - I. Approval of recommendation of the Main Street Board to reappoint Robin Berry Williams for a four year term expiring January 18, 2019
4. HEARING CITIZENS COMMENTS (on non-agenda items; 5 minute limit)
5. CORRESPONDENCE
 - A. Thank you letter from Challenge Mountain for the Boyne Thunder event donation
6. CITY MANAGER'S REPORT
7. REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES
 - A. Draft Minutes of the December 4, 2014 Main Street Board Meeting
 - B. Draft Minutes of the December 4, 2014 Parks and Recreation Board Meeting
 - C. Draft Minutes of the December 15, 2014 Planning Commission Meeting
 - D. Draft Minutes of the December 15, 2014 Historical Commission Meeting
 - E. November, 2014 Financial Statement

8. UNFINISHED BUSINESS

- A. Review revised Draft Sommerset Pointe Utility Extension Agreement

9. NEW BUSINESS

- A. 1st Reading Drive-Thru Ordinance

Consideration of a First Reading for a Central Business District Drive Thru Ordinance Amendment and schedule a Second Reading for February 24, 2015

- B. Reject Patrol Car Bids

Consideration to reject the recent bids for the sale of the 2010 Ford Crown Vic Patrol Vehicle

10. GOOD OF THE ORDER

11. ANNOUNCEMENTS

- The next regular City Commission meeting is scheduled for Tuesday, January 27, 2015 at noon.
- The County Wide Leader Summit is scheduled for Monday, January 26, 2015 at 5:30 pm at the Boyne Area Senior Center

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

**DECEMBER 2, 2014
JOINT BOARD AND
COMMISSION MEETING**

RECORD OF THE PROCEEDINGS OF THE JOINT BOARD AND BOYNE CITY COMMISSION MEETING DULY CALLED AND HELD AT BOYNE CITY HALL, 319 NORTH LAKE STREET, ON TUESDAY DECEMBER 2, 2014 AT 6:00 PM

CALL TO ORDER

Mayor Ron Grunch called the meeting to order at 6:00 PM followed by the Pledge of Allegiance.

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

Staff: Michael Cain, Cindy Grice, Michele Hewitt, Jeff Gaither, Andy Kovolski, Hugh Conklin, and Scott McPherson

Others: There were 9 citizens in attendance,

Jim Bauman, Boyne Area Chamber

Chamber Director Jim Baumann discussed the chamber. We are in a healthy position. Karen Guzniczak will be the new Chamber Board President. The annual meeting will be January 22, 2015 at Boyne Mountain. There are currently 2,000 subscribers to the chamber e-newsletter. It's a great community with lots going on and they'd like to help keep it that way.

Election Commission

Clerk / Treasurer Cindy Grice discussed the roll of the 3 members of the election commission. They meet prior to each election to approve that election's inspectors.

Historical District Commission

Michele Hewitt discussed the Pearl Street district. The current project is the William White House that will be converted to Senior Housing.

Historic Commission

Michele Hewitt stated volunteers have been working on the Past Perfect museum software, the window displays downtown. We had a few visits from students from the Boyne City Schools this past year. We are currently looking for two new board members.

Main Street Board

Rob Swartz discussed the search for a new Main Street Program director. We did receive accreditation from the National Main Street again this year. There are four separate committees in our Main Street. City Manager Cain added we are keeping an eye on TIF reform.

Team Boyne

Jim Baumann said Team Boyne helps community leaders stay on the same page. They try to invite guest entrepreneurs to each meeting. They try to make entrepreneurs feel welcome and supported. Business visits are conducted, about 50 this year.

Parks and Recreation Commission

Mike Sheean said this board looks over the parks and develops capital improvement plans such as this year's dog park. Mountain bikers have been approved to develop a plan. Disc golfers are working to improve their own plan. Bill Kuhn made the warming house an inviting place. Friends of the Boyne River just completed their recent project. We are currently working on a recreation master plan.

Planning Commission

Chris Frasz said this past year's projects include the Harborage Storage Facility, the Family Fare Market renovations, the drive thru ordinance, signage, the new dog kennel in the Business Park, the Holiness Camp

Development plan, and the Boyne Area Medical Center addition. They are also looking at the new Catt development on South Lake Street. The master plan is being updated, including updating the redevelopment ready sites. We are also looking at the food truck ordinance. The Marvin Loding award was reinstated along with City Facilities plans.

Richard Bouters discussed the boards schedule and membership. The hangars are always full. We continue to maintain the airport fueling honor system. We are maintaining the biannual hangar inspection process. The Drag Race returned, planned by a group of citizens who put it together for this past Labor Day. They would like to make improvements to the terminal building interior – making it a more welcoming space. We are seeing a lot more business traffic. A new roof was installed on the terminal building this fall.

Airport Advisory Board

Oral Sutliff discussed the role of the Board of Review. At this point, we do not have the current CPI for 2015.

Board of Review

Clerk / Treasurer Grice said there was not activity on this board this year. It meets only on odd numbered years. A compensation increase was recommended to and accepted by the City Commission in 2013.

Compensation Commission

Ralph Gillette said their longest standing board member resigned this year. It has been a quiet year for these boards. They are currently undergoing a study of the drainage issues in the business park.

Economic Development Corporation/Local Development Finance Authority

Superintendent Peter Moss said he is always impressed with the relationships the school has with local government agencies. They are working closer with the police chief to increase school safety. They work well with the library. Currently still working on the Safe Routes to School project with the City. The Chamber is a great partner. They are continually working to find ways to work with local manufacturers. Over 70% of their graduates are continuing on with college, with over \$750,000 in scholarships earned last year. We are really blessed with our kids. Enrollment was strong this year. School safety is front and center.

Boyne City Public Schools

Police Chief Jeff Gaither said a lot of what they are doing is with the schools. This past year they held a bike rodeo, planned a ride to school with the police officers with over 100 participants. A 5k Memorial Day race was held supporting DARE. Random visits are made to school now, just to say "hi", be visible and to provide confidence with the staff and students. He and officers have lunch with kids, spending time on the playground. Internally, all three cars have car video systems. Our computer systems have been updated. A new officer was hired. Laptops in all cars were replaced with grant funds this year. The department is continuing to train. We now have an autism liaison officer to be an additional resource. A community crisis support network has been implemented. We now have a county wide victim service group, volunteers that have had special training. This group is up and running.

Police Chief Jeff Gaither

Commissioner Neidhamer said he thinks all we have done this past year has related to the goal setting. He wants to look ahead to next year and is encouraged that somehow, some way we will find a way to build new city facilities. Upcoming projects are Court Street improvements, a new trail to Young State Park, the Safe Routes to School program, the

Boyne City Commission

Dilworth, the new Catt development. He is really excited for next year.

Commissioner Gaylord said he agrees with Commissioner Neidhamer's comments. He appreciates all of the volunteers and boards. It's an example of putting something ahead of yourself. Boyne City leads this way. Don't take the foot off the throttle. Congratulations to the Boyne City Ramblers . We have to keep our eye on the prize, set the standard. He added he is humble to be a part.

Mayor Pro-Tem Towne said he agrees and thanked everyone for volunteering.

Commissioner Sansom said she agrees. She thinks we've done a good job. We got new ambulances, a new pumper truck. Everyone in this room works together. She added she is waiting for another spark to fly to pull everything together.

Mayor Grunch said there is hard work on everyone's part to keep the dream alive.

City Manager Michael Cain

City Manager Cain added that getting permits to do something with the marina is a huge step. We had a great Mayor's Exchange with Frankenmuth. We are currently dealing with a new antenna issue in town. There is ongoing discussion with Sommerset Point regarding sewer lines into Boyne City.

ADJOURNMENT

Moved by Mayor Grunch, seconded by Mayor Pro Tem Towne to adjourn the Joint Board and City Commission meeting of December 2, 2014 at 8:00 p.m.

Ron Grunch
Mayor

Cindy Grice
Clerk / Treasurer

**DECEMBER 9, 2014
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 DECEMBER 9, 2014

CALL TO ORDER

Mayor Grunch called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

Present: Mayor Grunch, Commissioners, Mayor Pro-Tem Towne, Commissioner Gaylord, Laura Sansom and Tom Neidhamer

Absent: None

Staff: Cindy Grice, Michael Cain, Barb Brooks, Dan Meads, Annie Doyle, Scott McPherson, Jeff Gaither and John Lamont

Others: There were 13 citizens in attendance including representatives from the Petoskey News Review and Charlevoix County News.

**CONSENT AGENDA
MOTION**

2014-12-176
Moved by Towne
Second by Gaylord

To approve of the November 25, 2014 City Regular City Commission meeting minutes as presented

Ayes: 5
Nays: 0
Absent: 0
Motion carried

CITIZENS COMMENTS

Charlevoix County Transit Director Jill Drury provided information regarding House Bill 4539 and its potential negative impact on road funding. If approved, this bill would mean significant cuts to funding for Cities, schools and transit systems.

CORRESPONDENCE

Correspondence from John Mccahan and Susan Stockman regarding the noise ordinance was received and filed.

CITY MANAGERS REPORT

City Manager Cain reported:

- We hope to hear more next week regarding our Place Plans services grant application. 13 projects were submitted statewide, out of which 6 will be selected.
 - It looks like our Safe Routes to School grant application has been approved. Certain sections are still under review.
 - City Manager Cain wished everyone a very Merry Christmas and happy and productive new year.
-

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

Draft Minutes of the November 4, 2014 Zoning Board of Appeals Meeting; the November 6, 2014 Main Street Board Meeting; the November 6, 2014 Parks and Recreation Board Meeting; the November 10, 2014 LDFA Board Meeting and the November 10, 2014 EDC Board Meeting were received and filed.

Consideration of Public Hearing and adoption of the proposed amendment to Article V, Section 34.141 – Noise Ordinance as presented

Noise Ordinance Public Hearing

Mayor Grunch opened the Public Hearing at 7:20 p.m.

Planning Director Scott McPherson stated for many years the City had a noise ordinance in effect. Our Police Department does receive noise complaints on a regular basis – at an average of 61 noise complaints per year. Most are due to music with an average of 28 complaints per year followed by neighbor complaints, dog complaints, vehicle and loud party complaints. A first reading of this ordinance was presented at the October 28, 2014 meeting. The City Attorney has reviewed it and provided a copy with revisions.

Staff Comments: Police Chief Gaither agreed with the recommendation.

Citizens Comments: None

Board Discussion: Commissioner Sansom inquired about terminology. We are trying to encourage residential in the downtown. She added that she felt the regulation of sound amplifying equipment should be under the City Commission oversight rather than the City Manager. Commissioner Gaylord agreed with that and also said there is still vagueness in the word “reasonable” adding that we don’t have objective standard but a portion of the ordinance relies on decibel levels. He inquired who the building official in this ordinance would be. Mayor Pro-Tem Town asked Chief Gaither if he could effectively handle noise complaints with this ordinance and was told the majority and it is generally a good, useful tool to keep peace within the City. Commissioner Neidhamer said the individual ruling is not the City Commissioner’s job, it would be up to the police officers to enforce the ordinance and he feel’s it is a tool the department could use. Mayor Grunch said he is in favor of an ordinance that does not include decibel levels.

City Manager Cain said he agrees with removing the “building official” language and replacing with Zoning Administrator or City Manager.

Mayor Grunch closed the public hearing at 8:00 p.m.

2014-12-177

Moved by Neidhamer

Second by Towne

MOTION

To adopt of the proposed amendment to Article V, Section 34.141 – Noise Ordinance changing “Building Official” language to Zoning administrator and “regulating authority” to City Manager

Ayes: 4

Nays: 1, Commissioner Gaylord

Absent: 0

Motion carried

2014-12-178

Moved by Grunch

Second by Gaylord

**Brief Recess
MOTION**

To briefly recess the meeting at 8:05 p.m.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

**Reconvene
MOTION**

2014-12-179
Moved by Grunch
Second by Gaylord

To reconvene the meeting at 8:10 p.m.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

**Revised Draft Sommerset
Point Agreement**

City Manager Cain presented the latest draft utility agreement as proposed by Sommerset Point, along with a partial draft area coverage map. This is a draft, we are continuing discussion and he doesn't think we are in a position to approve this agreement tonight. The most urgent issue is the Sanitary Sewer. At this point we had spent thousands of dollars from the 2007 proposed agreement. Sommerset Attorney Dan Barron said they would prefer to have an agreement in place. Further discussion will be taking in place in the near future.

Citizens Comments: None

Staff Comments: None

Board Discussion: Commissioner Neidhamer said we need to make sure we're not losing money, but making it. It would enhance Lake Charlevoix watershed without overtaking our system. This helps the residents along that route. Mayor Pro-Tem Towne agrees and thinks it is to everyone's advantage. Commissioner Gaylord inquired if the City would be capping it's capacity. Commissioner Sansom asked where we are at regarding capacity levels and was informed by Dan Meads that we are now at about 60% to 65% capacity including Boyne Mountain. He added he thinks it's a good idea to move forward with this. All Commissioners had a general consensus to move forward with this.

Street Sweeper

Consideration to award the contract for the purchase of the 2016 Elgin Crosswind Sweeper to Bell Equipment of Lake Orion, MI in the amount of \$195,111.00 including the trade in allowance and authorize the City Manager to sign the required documents.

Public Works Superintendent Andy Kovolski discussed the proposed purchase of a street sweeper to replace the 1998 Broom Bear. Funds in the amount of \$250,000 have been budgeted. After several staff demonstrations and opportunities to operate different machines, it has been determined that the Elgin Crosswind Sweeper was the easier machine to operate with a much simpler control system, a more ergonomic layout and a tighter turning radius.

Citizens Comments: None

Staff Comments: None

Board Discussion: All are in agreement.

2014-12-180

MOTION

Moved by Towne

Second by Gaylord

To approve to purchase the 2016 Elgin Crosswind Sweeper from Bell Equipment of Lake Orion, MI for \$195,111.00 including the trade in allowance and authorize the City Manager to sign required documents.

Ayes: 5

Nays: 0

Absent: 0

Motion carried

Grant Administration Agreement

Consideration to approve the proposal from Northern Lakes Economic Alliance at a cost not to exceed \$5,000 for grant administration of the Boyne Mountain Expansion Community Block Grant project and authorize the City Manager to sign and execute the documents.

Assistant Planner Annie Doyle presented the only proposal received for the Certified Grant Administrator for the Boyne Mountain Expansion Community Development Block Grant project. Invitations were sent to the three certified individuals / organizations in Northern Michigan that provide this service. This one proposal received was publically opened and is from Northern Lakes Alliance on behalf of their two Certified Grant Administrators, Jan Kellogg and Sara Christensen. It meets the projects not to exceed \$5,000 budget. This is a cost of the project and not paid for by the City. We have used NLEA for this type of work many times with excellent results.

Citizens Comments: None

Staff Comments: None

Board Discussion: All are in agreement with the recommendation.

MOTION

2014-12-181

Moved by Sansom

Second by Towne

To approve the proposal from Northern Lakes Economic Alliance at a cost not to exceed \$5,000 for grant administration of the Boyne Mountain Expansion Community Block Grant project and authorize the City Manager to sign and execute the required documents.

Ayes: 5

Nays: 0

Absent: 0

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.

City Manager Cain discussed PA 152 of 2011 that deals with employer paid health insurance and his recommendation to once again opt out. Annually since December of 2011, to be in compliance with that act. The City Commission has approved recommendation to opt out of the State's health insurance options. We need to take action each year on this matter in order to remain compliant with the act. If we were found not to be in compliance with this act, we would face all sanctions generally available to enforce a law, such as the Michigan Department of Transportation withholding all or part of the distributions to a local road agency from their transportation fund for the period the local road agency is not in compliance with the Act.

Citizens Comments: None

Staff Comments: None

Board discussion: All are in agreement with the recommendation.

MOTION

2014-12-182

Moved by Gaylord

Second by Sansom

To approve 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: 5

Nays: 0

Absent: 0

Motion carried

Review Budget Schedule

Review of proposed FYE 2016 Budget Adoption Schedule and consideration of budget meetings dates that was

Citizens Comments: None

Staff Comments: None

Board discussion: All are in agreement with the recommendation with a date correction for the April meeting.

MOTION

2014-12-182

Moved by Gaylord

Second by Sansom

To adopt the proposed FYE 2016 Budget Adoption Schedule and consideration of budget meetings dates correcting the April 28, 2014 date

Ayes: 5

Nays: 0

Absent: 0

Motion carried

Good of the Order

Commissioner Neidhamer wished everyone a good holiday. We got a lot of things accomplished in the past few years. Commissioner Gaylord discussed the comments he has heard regarding the professionalism and response of our fire department at the recent fire at Reh Acres. Commissioner Samson wished everyone a Merry Christmas.

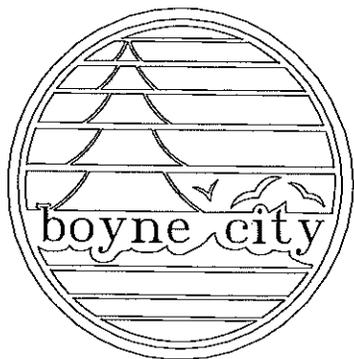
ADJOURNMENT

Moved by Mayor Grunch seconded by Commissioner Gaylord to adjourn the regular City Commission meeting of Tuesday, December 9, 2014 at 9:15 p.m.

Ron Grunch
Mayor

Cindy Grice
Clerk / Treasurer

DRAFT

**CITY OF BOYNE CITY****MEMO**

To: Michael Cain, City Manager *Mc*

From: Barb Brooks, Executive Assistant *BB*

Date: January 7, 2015

Subject: Parks and Recreation Board Member Appointment

At the December 4, 2014 and the January 5, 2015 meeting of the Parks and Recreation Board, the board unanimously voted to recommend to the City Commission the reappointment of Michael Sheean, Jo Bowman, Jerry Swift and Heath Meeder to the Parks and Recreation Board each to a four year term expiring December 2018. The board also unanimously voted to recommend the appointment of Patrick Patoka to the Parks and Recreation Board to fill a vacancy left by Bill Kuhn with term expiring December 2016.

Karen Seeley
319 N. Lake Street
Boyne City, MI 49712
Phone 231-582-0341 fax 231-582-6506
karen@boynecity.com

City of Boyne City

Memo

To: City Manager Michael Cain *Me*
From: Karen Seeley *KS*
Date: January 8, 2015
Re: Main Street Board Appointments

At the January 8, 2015 meeting of the Main Street Board, the board unanimously voted to recommend to the City Commission the reappointment of Pat O'Brien and Robin Berry Williams to the Main Street Board, each to a four year term expiring January 18, 2019.



CHALLENGE MOUNTAIN

Board of Directors

December 23, 2014

Bill Aten,
President

Chris Akins,
Vice-President

Ronald Grunch, Mayor
City of Boyne City
319 North Lake Street
Boyne City, MI 49712

George Armstrong
Treasurer/Secretary

Becky Harris

Dear Mayor Grunch,

Bryan Leavitt

On behalf of the Challenge Mountain Board of Directors, staff and volunteers, I thank you for your recent donation of \$9,536.16 from the Boyne Thunder event. Your generosity is a blessing to all the adults and children who come to Challenge Mountain to live and play as others do.

Anneke Rader

Tyler Sharp

Challenge Mountain is dedicated to enriching and improving lives for the mentally and physically challenged through outdoor recreation. The goal of all programs is to help create happy, healthy and longer lives.

Mary Towne

Staff Directors

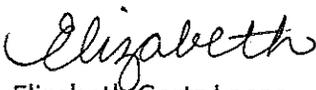
Elizabeth Looze,
Executive Director

Your financial support strengthens our programs. With help from our generous donors, Challenge Mountain continues to grow and offer programs throughout the year.

Linda Armstrong,
Program Director

With kind regards,

01158 M-75 South
PO Box 764
Boyne City, MI 49712


Elizabeth Gertz Looze
Executive Director

PH:231.582.1186

www.challengemtn.org

Federal law requires us to confirm that Challenge Mountain provided no goods or services in exchange for your gift. Please keep this written acknowledgement of your gift for your tax records.

Challenge Mountain, a non-profit 501(c) 3 organization, is dedicated to enriching and improving lives for the mentally and physically challenged through outdoor recreation.

If I can do this, I can do anything!

Approved: _____

**Meeting of
 December 4, 2014**

MINUTES OF THE BOYNE CITY MAIN STREET BOARD REGULAR MEETING HELD ON THURSDAY DECEMBER 4, 2014 AT 8:30 A.M. CITY HALL, 319 NORTH LAKE STREET

Call to Order

Chair Swartz called the meeting to order at 8:30 a.m.

Roll Call

Present: Michelle Cortright, Jim Jenson, Larry Lenhart, Rob Swartz, and Pat O'Brien

Absent: Jodie Adams (arrived 8:32 a.m.), Robin Berry Williams (arrived 8:31 a.m.), Ben Van Dam (Ben Van Dam arrived 8:31 a.m.) and Michael Cain (arrived at 8:33 a.m.)

**Meeting
 Attendance**

City Staff: Planning/Zoning Administrator Scott McPherson, Assistant Planner Annie Doyle and Recording Secretary Karen Seeley

**Approval of Minutes
 MOTION**

Public: Two

Cortright moved Adams second PASSED UNANIMOUSLY to approve the November 6, 2014 minutes as presented.

Citizens Comments

None

**Downtown Business
 update (9a.)**

Chair Swartz requested that item 9a be moved ahead of item 6. Mac McCarthy representing Tom Borish the new owner of the Sunburst building spoke with the board regarding future plans for that location. At this time it is not being aggressively marketed. When they receive firm tenant/tenants they will do the build out to suit the business and redo the façade. Any suggestions this board has would be appreciated. The board suggested dressing up the windows and putting up a for lease sign. The property will also be added to the Chamber/Main Street newsletter "available properties" list, and meet with "Team Boyne" to help market the building.

**Main Street Committee
 Reports**

Design: The committee has been helping with the Eta Nu Lights of Love community tree which takes place December 5 at 6:00 p.m. The walkabout sculpture project is moving forward with \$5000 from sponsors and six artists to date. The Holiday lights are installed. Annie Doyle and Aaron Place met with the owner of the Birds Nest building. She is inquiring about a façade grant.

Promotions: Has been working on the Santa Parade and open house and starting to plan the Winter Fest. They are discussing moving the snow sculpture contest to Old City Park so the winds won't be such a factor.

Team Boyne: Ed Grice shared the concept of the Lacrosse field/sports complex targeted to open in 2016. Blue Green is upgrading. The business visits are almost complete.

Organization: The Boyne Thunder check presentation was completed at the last City Commission meeting, with \$52,448 to Camp Quality and \$9,536.16 going to Challenge Mountain.

Farmers Market: The committee is working on the annual performance evaluation of the Market Manager and the compensation for that position next year.

Marketing Committee: Is working in reviving the Historic Walking Brochure including an OR code with audio. They plan kick this off at the first Stroll the Streets in June.

Managers Report

City Manager Mike Cain reported:
Hugh is helping out with the monthly reports to the State.

Unfinished Business

Main Street Manager Search update: The new ad is being heavily marketed. December 8th is the deadline for resumes and the committee will meet on the 12th. The position is open until filled.

Board/Committee Assignments:

- **Design Committee:** Cain, VanDam and Williams
- **OR Committee:** Adams, Cortright, O'Brien and Swartz
- **ER/Team Boyne:** Cain, Jensen, O'Brien and Swartz
- **Promotions:** Lenhart
- **Farmers Market:** Williams

Sister City Update: Cortright read an update from Becky Keebler regarding the Sister Cities initiative (received and filed). They seem to be dragging their feet. They signed up with a town in Italy that took advantage of them. Taylor Woodruff, liaison with Sister Cities International suggested we set up a informal student exchange, that might show them how serious we are. Our membership dues (about \$100) will be due soon. Board discussion regarding the benefits of Sister Cities. Should we suggest a student exchange? Not comfortable with Main Street being involved with an exchange program, we already have a organization doing that.

New Business

2015 Meeting Schedule: Adams moved Cortright seconded PASSED

UNAMIOUSLY to approve the 2015 Main Street board meeting schedule of the first Thursday of the month at 8:30 a.m. except January which will be moved to the second Thursday, January 8th at 8:30 a.m.

MOTION

Chamber Visitors Guide-annual ad: At this time Michelle Cortright asked to abstain.

Cain moved, Adams seconded PASSED UNAMIOUSLY that Cortright abstains from the vote on the Chamber Visitor's guide. **Adams moved Jensen seconded PASSED UNAMIOUSLY** to approve \$2045 for the ad in the annual visitors guide and refer the actual design to Kesia and the Marketing committee for the design concept. To be brought back to the Main Street Board for approval.

MOTION

Cortright moved Williams seconded PASSED UNANIMOUSLY that the City and Main Street work together to get legal council to pursue our options, for an amount not to exceed \$5000 each.

Terms expiring: Pat O'Brien and Robin Berry Williams terms will be expiring on January 18, 2015. The Organization Committee will run an ad in the paper, review the applicants and make a recommendation to the board.

Election of Officers: February 15, 2015.

Other: Go Zone Wireless: Is a free global WiFi provider of free WiFi zones to benefit communities, residents and local businesses. They are looking for sponsors (\$1000 per year) to install a "node" at their businesses. They need at least three sponsors to get started. The board would like more information and have requested this be added to the January agenda. The board inquired about the ACD Antennas. The City Commission has directed staff to work with them to see if we can get them to install the antennas somewhere else.

Good of the Order

We have a conference call scheduled regarding the Place Plan application we submitted for the public property of Peninsula Beach park through the South end of Veteran's park.

The board retreat is scheduled for January 14, 2015 with the location to be determined.

**ADJOURNMENT
MOTION**

Swartz moved O'Brien seconded PASSED UNANIMOUSLY to adjourn the December 4, 2014 meeting of the Boyne City Main Street Board at 10:18 am.

Karen Seeley, Recording Secretary

DRAFT



Approved: January 5, 2015

**MEETING OF
DECEMBER 4, 2014**

RECORD OF THE PROCEEDINGS OF THE **REGULAR BOYNE CITY
PARKS AND RECREATION COMMISSION MEETING HELD AT
6:00 P.M. AT CITY HALL ON THURSDAY, DECEMBER 4, 2014.**

CALL TO ORDER

Meeting was called to order by Chair Sheean at 6:00 p.m.

ROLL CALL

Present: Mike Sheean, Bill Kuhn, Jo Bowman, Darryl Parish, Jerry Swift,
Marie Sheets and Gail VanHorn

Absent: Heath Meeder

**MEETING
ATTENDANCE**

City Staff: Streets/Parks & Recreation Superintendent Andy Kovolski

Public Present: None

**APPROVAL OF
MINUTES ****MOTION****

Sheets moved, VanHorn seconded, PASSED UNANIMOUSLY, a motion approving the November 6, 2014 meeting minutes as corrected (dates under adjournment & next meeting).

**CITIZENS COMMENTS
(on non-agenda items)**

None

DIRECTOR'S REPORT

Kovolski reported that Avalanche had a little sledding use when we had snow and started to make ice but with warm temperatures it's all gone and the warming house hasn't been open. Nobody has been hired to fill the vacancies at the warming house but applications are being reviewed. Also, budget season starts in January so everyone should be thinking about ideas for discussion at the next meeting.

None

CORRESPONDENCE

Park Inspection Reports - No reports

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

Disc Golf Update - No report but they are still working on their long term vision and plan.

Trail(s) Updates - No new updates

Dog Park Update - The park is still being used regularly. A \$1,000 grant was awarded from the Charlevoix County Community Foundation for a spring project to add pavilions, benches, tables, etc.

**UNFINISHED
BUSINESS**

Recreation Master Plan

Public Input - None

Board Discussion - The board discussed and reviewed the overall plan. They made additions to the inventory and discussed the Capital Improvement Plan (CIP). Kovolski recommended the board go line by line in the CIP to review the projects to verify the status of each item, decide if they should remain on the list, assign a project year to them and then he will verify if the numbers still good or need to be adjusted and also add any new projects that are a priority within the next five years. Kovolski will supply City Planner Scott McPherson with the all of the notes and specific projects and timeframe.

- Avalanche - Move parking lot paving towards the end of the list as the Avalanche Master Plan calls for relocation of the parking area. Add tree removal on face and erosion stabilization is a high priority. Improve and/or expand trails keep on the list. Trail signage. Mostly complete with current signage project. Boardwalk project should remain on the list.
 - Rotary - parking lot paving and walking trails still important but more money needs to be budgeted. Install split rail fence, leave in - working with 4H Soccer on the project. Add to the list to install additional ball fields.
 - Sunset Park - completed irrigation project. Keep kayak launch and add kayak rack and signage and improvements to better define and identify the park. Add site furnishings and landscaping.
 - Trails - Boyne Valley Trailway, Boyne City/Charlevoix Trail, trailheads, trail connections and signage.
 - Veterans Park - Remodel bathrooms (pavilion & river mouth), improve pavilion (Interior and exterior of the river mouth bathroom). Keep all items currently listed for the park.
 - Riverside - keep all items on list. Acquire additional property and install signage.
 - Tannery Park - Keep current list.
 - Peninsula Beach - Keep current list. Add landscape around the pump station to camouflage the building and add furnishings.
 - Cedar St. Park - remove from priorities
 - Lower Lake St. - improve storm drainage outfall.
 - Road Ends - Keep all items on list for future improvements
 - Waterfront area behind city hall - improvement
 - Continue to add and/or improve amenities and signage in each park
 - Dog Park - landscaping, pavilion, restrooms, parking lot and other improvements
-

NEW BUSINESS

2015 Meeting Schedule
****MOTION**

The board reviewed the meeting schedule. **Swift moved, Parish seconded, PASSED UNANIMOUSLY** to continue to meet the first Thursday of each month at 6 p.m. with the January meeting being on the 2nd Thursday due to the holiday.

Board Member Application(s)

One application has been submitted from Patrick Patoka. VanHorn thought he did a great job on the dog park committee. It was also noted that he participated in and graduated from the Leadership Charlevoix County program. The general consensus of the board was that they would like him to attend the January meeting.

Board Member Term Expiration

****MOTION**

Board members with terms expiring are Meeder, Bowman, Swift and Sheean. The members who were present agreed to serve another term. Meeder was absent and his term will be discussed at the January meeting. **Sheets moved, Parish seconded, PASSED UNANIMOUSLY** to recommend the reappointment of Mike Sheean, ~~Gail VanHorn~~ Jo *Bowman* and Jerry Swift to four year terms expiring December 31, 2018

NEXT MEETING

The next regular meeting of the Parks and Recreation Board is scheduled for Thursday, January 8, 2015 at 6 pm at City Hall.

ADJOURNMENT

The December 4, 2014 meeting of the Parks and Recreation board was adjourned at 7:30 p.m.

Barb Brooks

Barb Brooks, Recording Secretary

**Meeting of
December 15, 2014**

Record of the proceedings of the Boyne City Planning Commission meeting held at Boyne City Hall, 319 North Lake Street, on Monday, December 15, 2014 at 5:00 pm.

Call to Order

Chair MacKenzie called the meeting to order at 5:01 p.m.

Roll Call

Present: Jason Biskner, George Ellwanger, Chris Frasz, Jim Kozlowski, Jane MacKenzie, Tom Neidhamer, Aaron Place and Joe St. Dennis
Absent: Lori Meeder

**Excused Absence(s)
MOTION

2014-12-15-02
St. Dennis moved, Ellwanger seconded, PASSED UNANIMOUSLY, a motion to excuse the absence of Lori Meeder

Meeting Attendance

City Officials/Staff: Planning Director Scott McPherson, City Manager Michael Cain and Recording Secretary Pat Haver
Public Present: Three, including consultant Mary Campbell from MC Planning & Design

Consent Agenda

2014-12-15-03
Neidhamer moved, Ellwanger seconded, PASSED UNANIMOUSLY, a motion to approve the consent agenda; approval of the Planning Commission minutes from October 20, 2014 as presented.

**Citizen comments on
Non-Agenda Items**

None

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

None

Unfinished Business

None

New Business

**Proposed Temprel
building addition pre-
application meeting**

Planning Director McPherson reviewed his report included in the agenda packet. Temprel Temperature Sensors is located in the Planned Industrial District and they are proposing to renovate and expand their existing building. The proposed expansion would consist of a 60' x 64' plant addition on the back of the building, essentially squaring up the facility, and a 42' x 20' office addition on the front of the building which would encroach into the required 50' front yard setback for this district by approximately 15'; this setback is much larger than any of the other districts.

Steve Habitz, Plant Manager for Temprel – Gave a brief history of the business and stated that they underwent an ownership change in 2012. The building is currently under lease; however, they are exploring the possibility of purchasing the building in order to make the necessary improvements and expansion. Since the acquisition, the company has grown employing 14 manufacturing employees, with 5 additional staff recently hired. If their growth continues, as they hope, in early 2015 they look to hire 5 additional full time employees. The expansion is needed due to the cramped spaces that are shared with their braising and welding departments, along with the front office sharing the break room. The company's intention is to stay where they currently are and the expansion will help with that. The space proposed to the front of the building into the setback will be used for the administrative offices and a conference room. Curb appeal is important and will work on keeping it green space with landscaping in front and parking in the rear

and on the side of the building.

Board discussion on the ability to alter the setback for this district, as it is larger than any other within the city. One is to make a zoning amendment change, to bring this setback in line with some of the other districts. The Regional Commercial/Industrial District is 20 feet, General Commercial District 10 feet, Central Business District there is none, and in the Planned Industrial District 50 feet. Or an individual request can be taken to the ZBA for a variance. There is a process for a recommendation from the PC to be made to the ZBA; however, there is no guarantee what they may do. Due to the recent change from an Industrial Park to a Business Park, the board felt that looking into decreasing the front yard setback was a good idea and directed staff to proceed, and encouraged Temprel to proceed with their plans and submit an application for review.

Review proposed Drive Thru uses in Central Business District amendment language

Planning Director McPherson reviewed his memo in the agenda packet. After the public hearing held in October and direction from the board, staff looked at the language amendment for the proposed Drive Thru uses in the Central Business District. It is being brought back to the board for further review and comment, as there was a slight change in the language that was previously discussed by the board. While the proposed complex will be a multi story structure, the old bus garage must remain single story in order to qualify for historic renovation tax credits. The proposed change to the zoning ordinance would add 10.30(M) that contains standards for a drive through financial institution in the CBD district. The effect of the amendment would allow the planning commission to approve a drive thru facility for financial institutions if the application meets the criteria stipulated for the use as per section 10.30(M)(1) and the requirements of 2.7 Conditional Uses are met. The proposed amendment would read as follows:

M. Banks, savings and loans and credit unions with drive-thru lane meeting the following criteria

- 1. Drive-Thru terminal, ingress, egress and queuing areas must be completely enclosed within the first story of a multi story structure.*

****MOTION**

After board review and discussion, it was felt that the change proposed did not change the intent from the public hearing. **Motion by Biskner, seconded by Place, PASSED UNANIMOUSLY**, to move forward with the amendment language as written.

Review public input and draft goals from MC Planning & Design

In the agenda packet was a condensed version of the results from the public forum and input session. The objective was to streamline all of the information into a more manageable document that people will actually want to read. Mary Campbell from MC Planning & Design facilitated this portion of the meeting. She reviewed her draft summary with the board asking for comments. The board felt the document was a great start and offered suggestions and additions:

- Establish an objective for Water & Recreational opportunities; walkable and biking community
- Under the housing objective, add support public transportation and making good choices with environmental sustainability
- Under works cooperatively with neighbor communities add strengthen connections with nearby Resort Industries
- Seek out and obtain the youth and senior citizen perspective

These suggestions along with other comments will be incorporated into this chapter and the next phase will be to look at the Future Land Use Plan in February.

Adopt the 2015 Calendar

Included in the agenda packet is the 2015 meeting calendar, for your review and consideration. **Motion by St. Dennis, seconded by Frasz, PASSED UNANIMOUSLY**, to adopt the 2015 calendar as presented.

Staff Report

McPherson reported that we were successful in obtaining the Safe Routes To School grant that the City applied for; however, it was not in total. There were a couple of items that were not approved; the Lewis St. sidewalks, they are still reviewing the rapid flashing beacons and looking at the curb ramps. Hope to have the sidewalks started and completed in 2016.

Good of the Order

The board inquired about the activity in the Dilworth and the Old Pippins' building, nothing known at this time.

Adjournment

****MOTION**

The next meeting of the Boyne City Planning Commission is scheduled for Monday, January 19, 2015 at 5:00 pm in the Auditorium.

2014-12-15-10

St. Dennis moved, Frasz seconded, PASSED UNANIMOUSLY a motion to adjourn December 15, 2014 meeting at 6:39 p.m.

Chair Jane MacKenzie

Pat Haver, Recording Secretary

BOYNE CITY HISTORICAL COMMISSION

Minutes of December 15, 2014
7:00 p.m.
Boyne City Hall

CALL TO ORDER: 7:00 pm

PRESENT: Fulkerson, Hewitt, Sansom, Dole.

ABSENT: Kuhn

GUEST: Becky Harris, Jim Foley.

APPROVAL OF MINUTES: Motion to accept minutes of the September 15, 2014 meeting: Dole, 2nd Sansom, all ayes.

OATH OF OFFICE:

Fulkerson and Dole.

OLD BUSINESS:

- A. Volunteers still needed for Past Perfect input. Susan Hocquard Expressed and interest in volunteering.
- B. LaFrance Anniversary, Yvonne Looze to help. Sansom suggested using the newsletter that the city puts in the tax bills to notify that we are forming a committee. Contact Fire Department to see what they may be planning and have members join our committee.

NEW BUSINESS:

- A. Continue search for two new board members.
- B. 2015 Calendar Dates: March, June, September, December the third Monday of the month at 7:00 pm at city hall.
- C. Election of Officers: Sansom nominated Hewitt for Chair, Sansom nominated Fulkerson for Secretary, Fulkerson nominated Dole for Vice Chair, all ayes on nominations.
- D. Select new pictures for window display, after meeting board will go to museum and look for new pictures.

HEARING CITIZENS COMMENTS:

Jim Foley asked what volunteers needed to do? Past perfect input for now. He offered to meet with Dole to observe what he does and decide if he can offer that assistance. Becky Harris mentioned her husband Tom might be interested in helping with input. Harris also wanted to talk about the walking tour brochure that she and Kecia Freed are working on and the search for photos. Have a link for QR codes so that a smart phone can bring up full detail and photos of the site. Grant opportunities may be available and they hope to have it out by spring 2015.

Dole will meet Harris to look for photos of the businesses.

Harris also talked about the future location for the museum. Hewitt and Sansom updated the board that the latest plans for the facility study did include the museum. Discussion on the possibility to move the museum to the library complex took place. Sansom to contact City Manager and Library Director to set up a meeting and see what would need to happen if we moved to that location.

COMMUNICATIONS:

None

NEXT MEETING:

March 16, 2015

ADJOURNMENT:

Hewitt motioned to adjourn at 7:46 pm, 2nd by Dole, all ayes.

CASH SUMMARY BY FUND FOR BOYNE CITY

FROM 11/01/2014 TO 11/30/2014

FUND: 101 202 203 206 209 210 211 226 242 248 251 285 295 410 590 592 661
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 11/01/2014	Total Debits	Total Credits	Ending Balance 11/30/2014
101	GENERAL FUND	3,815,571.99	102,579.88	163,146.97	3,755,004.90
202	MAJOR STREET FUND	0.00	238,631.00	93,972.12	144,658.88
203	LOCAL STREET FUND	0.00	50,788.11	50,788.11	0.00
206	FIRE FUND	244,608.10	23,558.78	7,327.68	260,839.20
209	CEMETERY FUND	6,773.08	1,930.00	3,685.44	5,017.64
210	AMBULANCE FUND	11,364.51	36,287.06	38,883.78	8,767.79
211	SPECIAL PROJECTS FUND	6,623.06	35.00	2,759.86	3,898.20
226	RUBBISH COLLECTION FUND	0.00	0.00	0.00	0.00
242	BOYNE THUNDER FUND	104,017.57	0.00	61,985.05	42,032.52
248	DOWNTOWN DEVELOPMENT AUTHORITY	225,232.22	1,190.00	13,067.98	213,354.24
251	LDFA FUND	1,149,481.57	0.00	23,202.31	1,126,279.26
285	MARINA FUND	60,608.13	103,012.00	5,326.92	158,293.21
295	AIRPORT FUND	38,893.31	3,625.80	22,770.48	19,748.63
410	BOYNE SENIORS CENTER FUND	0.00	0.00	0.00	0.00
590	WASTEWATER FUND	2,112,259.95	126,059.90	19,543.81	2,218,776.04
592	WATER FUND	464,731.64	59,666.91	19,037.40	505,361.15
661	MOTOR POOL FUND	824,682.64	39,130.83	8,928.82	854,884.65
	TOTAL - ALL FUNDS	9,064,847.77	786,495.27	534,426.73	9,316,916.31

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 11/30/2014 NORMAL (ABNORM)	ACTIVITY FOR MONTH 11/30/20 INCREASE (DECR)	AVAILABLE BALANCE NORMAL (ABNORM)	% BGD USED
Fund 101 - GENERAL FUND					
Revenues					
031-REVENUES	3,656,995.00	2,410,785.16	10,449.08	1,246,209.84	65.92
032-REVENUES	992,078.00	228,846.08	60,063.25	763,231.92	23.07
033-REVENUES	142,500.00	59,166.65	0.00	83,333.35	41.52
034-REVENUES	152,500.00	63,742.18	18,676.68	88,757.82	41.80
035-REVENUES	13,200.00	6,532.48	545.33	6,667.52	49.49
036-REVENUES	77,784.00	75,895.33	6,522.04	1,888.67	97.57
TOTAL Revenues	5,035,057.00	2,844,967.88	96,256.38	2,190,089.12	56.50
Expenditures					
101-LEGISLATIVE	20,695.00	19,409.14	6,997.23	1,285.86	93.79
151-PLANNING	170,363.00	89,110.00	12,178.82	81,253.00	52.31
173-GENERAL SERVICES	586,324.00	315,948.29	39,626.16	270,375.71	53.89
191-ELECTIONS	2,300.00	2,644.74	1,057.70	(344.74)	114.99
208-ACCOUNTING/AUDIT	12,800.00	10,202.50	0.00	2,597.50	79.71
209-ASSESSMENT/TAXES	70,610.00	39,664.89	8,507.33	30,945.11	56.17
210-LEGAL	60,000.00	14,356.29	935.02	45,643.71	23.93
248-GENERAL/OTHER SERVICES	161,300.00	52,192.16	6,267.34	109,107.84	32.36
250-HOUSING	0.00	3,061.37	80.25	(3,061.37)	100.00
265-PUBLIC BUILDINGS	1,195,240.00	116,106.54	25,080.02	1,079,133.46	9.71
301-POLICE DEPARTMENT	673,774.00	347,188.01	36,476.81	326,585.99	51.53
706-ENVIRONMENTAL	825.00	1,000.00	0.00	(175.00)	121.21
751-PARKS & RECREATION	327,900.00	171,141.15	11,770.20	156,758.85	52.19
804-MUSEUM	3,177.00	1,050.86	0.00	2,126.14	33.08
809-SIDEWALKS	808,000.00	2,538.25	0.00	805,461.75	0.31
899-CONTINGENCY	35,992.00	12,373.35	619.92	23,618.65	34.38
965-TRANSFERS OUT	905,757.00	846,984.70	35,215.73	58,772.30	93.51
TOTAL Expenditures	5,035,057.00	2,044,972.24	184,812.53	2,990,084.76	40.61
Fund 101 - GENERAL FUND:					
TOTAL REVENUES	5,035,057.00	2,844,967.88	96,256.38	2,190,089.12	56.50
TOTAL EXPENDITURES	5,035,057.00	2,044,972.24	184,812.53	2,990,084.76	40.61
NET OF REVENUES & EXPENDITURES	0.00	799,995.64	(88,556.15)	(799,995.64)	100.00

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 11/30/2014 NORMAL (ABNORM)	ACTIVITY FOR MONTH 11/30/20 INCREASE (DECR)	AVAILABLE BALANCE NORMAL (ABNORM)	% BDGT USED
Fund 202 - MAJOR STREET FUND					
Revenues					
030-REVENUES	1,540,719.00	978,237.93	238,631.00	562,481.07	63.49
TOTAL Revenues	<u>1,540,719.00</u>	<u>978,237.93</u>	<u>238,631.00</u>	<u>562,481.07</u>	<u>63.49</u>
Expenditures					
451-CONSTRUCTION	1,021,070.00	656,121.04	50,986.76	364,948.96	64.26
463-ROUTINE MAINTANCE	197,700.00	107,917.23	10,794.13	89,782.77	54.59
474-TRAFFIC SERVICE	32,200.00	5,245.16	1,334.42	26,954.84	16.29
478-WINTER MAINTENANCE	148,000.00	40,755.94	27,210.79	107,244.06	27.54
482-ADMINISTRATION	141,749.00	36,411.54	3,646.02	105,337.46	25.69
TOTAL Expenditures	<u>1,540,719.00</u>	<u>846,450.91</u>	<u>93,972.12</u>	<u>694,268.09</u>	<u>54.94</u>
Fund 202 - MAJOR STREET FUND:					
TOTAL REVENUES	1,540,719.00	978,237.93	238,631.00	562,481.07	63.49
TOTAL EXPENDITURES	<u>1,540,719.00</u>	<u>846,450.91</u>	<u>93,972.12</u>	<u>694,268.09</u>	<u>54.94</u>
NET OF REVENUES & EXPENDITURES	0.00	131,787.02	144,658.88	(131,787.02)	100.00

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
	AMENDED	11/30/2014	MONTH 11/30/20	BALANCE	
	BUDGET	NORMAL (ABNORM	INCREASE (DECR	NORMAL (ABNORM	USED
Fund 203 - LOCAL STREET FUND					
Revenues					
030-REVENUES	537,381.00	226,098.81	50,788.11	311,282.19	42.07
TOTAL Revenues	537,381.00	226,098.81	50,788.11	311,282.19	42.07
Expenditures					
451-CONSTRUCTION	20,763.00	2,824.59	376.91	17,938.41	13.60
463-ROUTINE MAINTANCE	308,100.00	149,538.01	27,743.82	158,561.99	48.54
474-TRAFFIC SERVICE	19,625.00	3,739.08	1,299.09	15,885.92	19.05
478-WINTER MAINTENANCE	120,610.00	32,378.42	17,722.42	88,231.58	26.85
482-ADMINISTRATION	68,283.00	35,062.56	3,645.87	33,220.44	51.35
TOTAL Expenditures	537,381.00	223,542.66	50,788.11	313,838.34	41.60
Fund 203 - LOCAL STREET FUND:					
TOTAL REVENUES	537,381.00	226,098.81	50,788.11	311,282.19	42.07
TOTAL EXPENDITURES	537,381.00	223,542.66	50,788.11	313,838.34	41.60
NET OF REVENUES & EXPENDITURES	0.00	2,556.15	0.00	(2,556.15)	100.00

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
	AMENDED BUDGET	11/30/2014 NORMAL (ABNORM)	MONTH 11/30/20 INCREASE (DECR)	BALANCE NORMAL (ABNORM)	
Fund 206 - FIRE FUND					
Revenues					
030-REVENUES	293,000.00	(86,637.32)	23,558.78	379,637.32	(29.57)
TOTAL Revenues	<u>293,000.00</u>	<u>(86,637.32)</u>	<u>23,558.78</u>	<u>379,637.32</u>	<u>(29.57)</u>
Expenditures					
040-EXPENDITURES	266,341.00	99,557.91	7,327.68	166,783.09	37.38
TOTAL Expenditures	<u>266,341.00</u>	<u>99,557.91</u>	<u>7,327.68</u>	<u>166,783.09</u>	<u>37.38</u>
Fund 206 - FIRE FUND:					
TOTAL REVENUES	293,000.00	(86,637.32)	23,558.78	379,637.32	29.57
TOTAL EXPENDITURES	266,341.00	99,557.91	7,327.68	166,783.09	37.38
NET OF REVENUES & EXPENDITURES	<u>26,659.00</u>	<u>(186,195.23)</u>	<u>16,231.10</u>	<u>212,854.23</u>	<u>698.43</u>

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDT USED
	AMENDED BUDGET	NORMAL	(ABNORM)	MONTH 11/30/20	(DECR)	NORMAL	(ABNORM)	
Fund 209 - CEMETERY FUND								
Revenues								
030-REVENUES	68,755.00	16,585.00		1,930.00		52,170.00		24.12
TOTAL Revenues	<u>68,755.00</u>	<u>16,585.00</u>		<u>1,930.00</u>		<u>52,170.00</u>		<u>24.12</u>
Expenditures								
040-EXPENDITURES	68,755.00	38,071.36		3,685.44		30,683.64		55.37
TOTAL Expenditures	<u>68,755.00</u>	<u>38,071.36</u>		<u>3,685.44</u>		<u>30,683.64</u>		<u>55.37</u>
Fund 209 - CEMETERY FUND:								
TOTAL REVENUES	68,755.00	16,585.00		1,930.00		52,170.00		24.12
TOTAL EXPENDITURES	68,755.00	38,071.36		3,685.44		30,683.64		55.37
NET OF REVENUES & EXPENDITURES	0.00	(21,486.36)		(1,755.44)		21,486.36		100.00

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
	AMENDED BUDGET	11/30/2014 NORMAL (ABNORM	MONTH 11/30/20 INCREASE (DECR	BALANCE NORMAL (ABNORM	
Fund 210 - AMBULANCE FUND					
Revenues					
030-REVENUES	749,535.00	400,876.59	42,684.36	348,658.41	53.48
032-REVENUES	147,527.00	73,465.00	4,457.50	74,062.00	49.80
TOTAL Revenues	897,062.00	474,341.59	47,141.86	422,720.41	52.88
Expenditures					
040-EXPENDITURES	749,535.00	504,635.71	57,793.70	244,899.29	67.33
045-EXPENSES	182,000.00	0.00	0.00	182,000.00	0.00
TOTAL Expenditures	931,535.00	504,635.71	57,793.70	426,899.29	54.17
Fund 210 - AMBULANCE FUND:					
TOTAL REVENUES	897,062.00	474,341.59	47,141.86	422,720.41	52.88
TOTAL EXPENDITURES	931,535.00	504,635.71	57,793.70	426,899.29	54.17
NET OF REVENUES & EXPENDITURES	(34,473.00)	(30,294.12)	(10,651.84)	(4,178.88)	87.88

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15	YTD BALANCE		ACTIVITY FOR	AVAILABLE		% BDT USED
	AMENDED BUDGET	11/30/2014 NORMAL	(ABNORM)	MONTH 11/30/20 INCREASE (DECR)	BALANCE NORMAL	(ABNORM)	
Fund 211 - SPECIAL PROJECTS FUND							
Revenues							
030-REVENUES	0.00	28,949.73		35.00	(28,949.73)		100.00
TOTAL Revenues	0.00	28,949.73		35.00	(28,949.73)		100.00
Expenditures							
040-EXPENDITURES	0.00	27,331.98		2,759.86	(27,331.98)		100.00
TOTAL Expenditures	0.00	27,331.98		2,759.86	(27,331.98)		100.00
Fund 211 - SPECIAL PROJECTS FUND:							
TOTAL REVENUES	0.00	28,949.73		35.00	(28,949.73)		100.00
TOTAL EXPENDITURES	0.00	27,331.98		2,759.86	(27,331.98)		100.00
NET OF REVENUES & EXPENDITURES	0.00	1,617.75		(2,724.86)	(1,617.75)		100.00

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
	AMENDED	11/30/2014	MONTH 11/30/20	BALANCE	
	BUDGET	NORMAL (ABNORM	INCREASE (DECR	NORMAL (ABNORM	USED
Fund 226 - RUBBISH COLLECTION FUND					
Revenues					
030-REVENUES	35,100.00	26,312.63	0.00	8,787.37	74.96
TOTAL Revenues	<u>35,100.00</u>	<u>26,312.63</u>	<u>0.00</u>	<u>8,787.37</u>	<u>74.96</u>
Expenditures					
040-EXPENDITURES	35,100.00	35,527.51	0.00	(427.51)	101.22
TOTAL Expenditures	<u>35,100.00</u>	<u>35,527.51</u>	<u>0.00</u>	<u>(427.51)</u>	<u>101.22</u>
Fund 226 - RUBBISH COLLECTION FUND:					
TOTAL REVENUES	35,100.00	26,312.63	0.00	8,787.37	74.96
TOTAL EXPENDITURES	35,100.00	35,527.51	0.00	(427.51)	101.22
NET OF REVENUES & EXPENDITURES	0.00	(9,214.88)	0.00	9,214.88	100.00

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDT USED
	AMENDED BUDGET	11/30/2014 NORMAL (ABNORM	MONTH 11/30/20 INCREASE (DECR	BALANCE NORMAL (ABNORM	
Fund 242 - BOYNE THUNDER FUND					
Revenues					
030-REVENUES	165,000.00	119,231.04	2,387.90	45,768.96	72.26
TOTAL Revenues	<u>165,000.00</u>	<u>119,231.04</u>	<u>2,387.90</u>	<u>45,768.96</u>	<u>72.26</u>
Expenditures					
040-EXPENDITURES	140,100.00	193,015.42	61,985.05	(52,915.42)	137.77
TOTAL Expenditures	<u>140,100.00</u>	<u>193,015.42</u>	<u>61,985.05</u>	<u>(52,915.42)</u>	<u>137.77</u>
Fund 242 - BOYNE THUNDER FUND:					
TOTAL REVENUES	165,000.00	119,231.04	2,387.90	45,768.96	72.26
TOTAL EXPENDITURES	140,100.00	193,015.42	61,985.05	(52,915.42)	137.77
NET OF REVENUES & EXPENDITURES	<u>24,900.00</u>	<u>(73,784.38)</u>	<u>(59,597.15)</u>	<u>98,684.38</u>	<u>296.32</u>

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15	YTD BALANCE		ACTIVITY FOR	AVAILABLE		% BDGT USED
	AMENDED BUDGET	NORMAL	(ABNORM)	MONTH 11/30/20 INCREASE (DECR	NORMAL	(ABNORM) BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
030-REVENUES	452,558.00	226,319.68		390.00	226,238.32		50.01
TOTAL Revenues	<u>452,558.00</u>	<u>226,319.68</u>		<u>390.00</u>	<u>226,238.32</u>		<u>50.01</u>
Expenditures							
731-EXPENDITURES	452,558.00	133,485.48		13,067.98	319,072.52		29.50
TOTAL Expenditures	<u>452,558.00</u>	<u>133,485.48</u>		<u>13,067.98</u>	<u>319,072.52</u>		<u>29.50</u>
<hr/>							
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES	452,558.00	226,319.68		390.00	226,238.32		50.01
TOTAL EXPENDITURES	<u>452,558.00</u>	<u>133,485.48</u>		<u>13,067.98</u>	<u>319,072.52</u>		<u>29.50</u>
NET OF REVENUES & EXPENDITURES	0.00	92,834.20		(12,677.98)	(92,834.20)		100.00

REVENUE AND EXPENDITURE REPORT FOR BOYNE CITY
 PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
	AMENDED BUDGET	11/30/2014 NORMAL	(ABNORM)	MONTH 11/30/20 INCREASE	(DECR)	NORMAL	(ABNORM)	
Fund 251 - LDFA FUND								
Revenues								
030-REVENUES	887,841.00	230,007.49		0.00		657,833.51		25.91
TOTAL Revenues	<u>887,841.00</u>	<u>230,007.49</u>		<u>0.00</u>		<u>657,833.51</u>		<u>25.91</u>
Expenditures								
040-EXPENDITURES	887,841.00	98,336.62		23,202.31		789,504.38		11.08
TOTAL Expenditures	<u>887,841.00</u>	<u>98,336.62</u>		<u>23,202.31</u>		<u>789,504.38</u>		<u>11.08</u>
Fund 251 - LDFA FUND:								
TOTAL REVENUES	887,841.00	230,007.49		0.00		657,833.51		25.91
TOTAL EXPENDITURES	<u>887,841.00</u>	<u>98,336.62</u>		<u>23,202.31</u>		<u>789,504.38</u>		<u>11.08</u>
NET OF REVENUES & EXPENDITURES	0.00	131,670.87		(23,202.31)		(131,670.87)		100.00

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 11/30/2014 NORMAL (ABNORM)	ACTIVITY FOR MONTH 11/30/20 INCREASE (DECR)	AVAILABLE BALANCE NORMAL (ABNORM)	% BDGT USED
Fund 285 - MARINA FUND					
Revenues					
030-REVENUES	372,000.00	234,860.59	102,737.00	137,139.41	63.13
TOTAL Revenues	372,000.00	234,860.59	102,737.00	137,139.41	63.13
Expenditures					
040-EXPENDITURES	372,000.00	275,992.56	5,126.92	96,007.44	74.19
TOTAL Expenditures	372,000.00	275,992.56	5,126.92	96,007.44	74.19
Fund 285 - MARINA FUND:					
TOTAL REVENUES	372,000.00	234,860.59	102,737.00	137,139.41	63.13
TOTAL EXPENDITURES	372,000.00	275,992.56	5,126.92	96,007.44	74.19
NET OF REVENUES & EXPENDITURES	0.00	(41,131.97)	97,610.08	41,131.97	100.00

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 11/30/2014 NORMAL (ABNORM)	ACTIVITY FOR MONTH 11/30/20 INCREASE (DECR)	AVAILABLE BALANCE NORMAL (ABNORM)	% BDGT USED
Fund 295 - AIRPORT FUND					
Revenues					
030-REVENUES	143,400.00	70,709.27	1,755.04	72,690.73	49.31
TOTAL Revenues	<u>143,400.00</u>	<u>70,709.27</u>	<u>1,755.04</u>	<u>72,690.73</u>	<u>49.31</u>
Expenditures					
040-EXPENDITURES	143,400.00	40,997.51	13,003.98	102,402.49	28.59
TOTAL Expenditures	<u>143,400.00</u>	<u>40,997.51</u>	<u>13,003.98</u>	<u>102,402.49</u>	<u>28.59</u>
Fund 295 - AIRPORT FUND:					
TOTAL REVENUES	143,400.00	70,709.27	1,755.04	72,690.73	49.31
TOTAL EXPENDITURES	143,400.00	40,997.51	13,003.98	102,402.49	28.59
NET OF REVENUES & EXPENDITURES	<u>0.00</u>	<u>29,711.76</u>	<u>(11,248.94)</u>	<u>(29,711.76)</u>	<u>100.00</u>

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 11/30/2014 NORMAL (ABNORM)	ACTIVITY FOR MONTH 11/30/20 INCREASE (DECR)	AVAILABLE BALANCE NORMAL (ABNORM)	% BDGT USED
Fund 590 - WASTEWATER FUND					
Revenues					
030-REVENUES	1,221,522.00	480,585.07	106,313.26	740,936.93	39.34
TOTAL Revenues	1,221,522.00	480,585.07	106,313.26	740,936.93	39.34
Expenditures					
590-EXPENDITURES	1,159,840.00	270,064.93	18,431.02	889,775.07	23.28
TOTAL Expenditures	1,159,840.00	270,064.93	18,431.02	889,775.07	23.28
Fund 590 - WASTEWATER FUND:					
TOTAL REVENUES	1,221,522.00	480,585.07	106,313.26	740,936.93	39.34
TOTAL EXPENDITURES	1,159,840.00	270,064.93	18,431.02	889,775.07	23.28
NET OF REVENUES & EXPENDITURES	61,682.00	210,520.14	87,882.24	(148,838.14)	341.30

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 11/30/2014 (ABNORM) NORMAL	ACTIVITY FOR MONTH 11/30/20 INCREASE (DECR)	AVAILABLE BALANCE NORMAL (ABNORM)	% BDGT USED
Fund 592 - WATER FUND					
Revenues					
032-REVENUES	605,380.00	277,002.98	77,642.25	328,377.02	45.76
TOTAL Revenues	<u>605,380.00</u>	<u>277,002.98</u>	<u>77,642.25</u>	<u>328,377.02</u>	<u>45.76</u>
Expenditures					
592-EXPENDITURES	564,400.00	192,327.47	17,437.25	372,072.53	34.08
TOTAL Expenditures	<u>564,400.00</u>	<u>192,327.47</u>	<u>17,437.25</u>	<u>372,072.53</u>	<u>34.08</u>
Fund 592 - WATER FUND:					
TOTAL REVENUES	605,380.00	277,002.98	77,642.25	328,377.02	45.76
TOTAL EXPENDITURES	<u>564,400.00</u>	<u>192,327.47</u>	<u>17,437.25</u>	<u>372,072.53</u>	<u>34.08</u>
NET OF REVENUES & EXPENDITURES	40,980.00	84,675.51	60,205.00	(43,695.51)	206.63

PERIOD ENDING 11/30/2014

ACCOUNT DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 11/30/2014 NORMAL (ABNORM)	ACTIVITY FOR MONTH 11/30/20 INCREASE (DECR)	AVAILABLE BALANCE NORMAL (ABNORM)	% BDDT USED
Fund 661 - MOTOR POOL FUND					
Revenues					
030-REVENUES	481,950.00	152,902.66	31,735.23	329,047.34	31.73
TOTAL Revenues	<u>481,950.00</u>	<u>152,902.66</u>	<u>31,735.23</u>	<u>329,047.34</u>	<u>31.73</u>
Expenditures					
040-EXPENDITURES	481,950.00	83,105.64	8,711.70	398,844.36	17.24
TOTAL Expenditures	<u>481,950.00</u>	<u>83,105.64</u>	<u>8,711.70</u>	<u>398,844.36</u>	<u>17.24</u>
Fund 661 - MOTOR POOL FUND:					
TOTAL REVENUES	481,950.00	152,902.66	31,735.23	329,047.34	31.73
TOTAL EXPENDITURES	<u>481,950.00</u>	<u>83,105.64</u>	<u>8,711.70</u>	<u>398,844.36</u>	<u>17.24</u>
NET OF REVENUES & EXPENDITURES	0.00	69,797.02	23,023.53	(69,797.02)	100.00
TOTAL REVENUES - ALL FUNDS	12,736,725.00	6,300,475.03	781,301.81	6,436,249.97	49.47
TOTAL EXPENDITURES - ALL FUNDS	<u>12,616,977.00</u>	<u>5,107,415.91</u>	<u>562,105.65</u>	<u>7,509,561.09</u>	<u>40.48</u>
NET OF REVENUES & EXPENDITURES	119,748.00	1,193,059.12	219,196.16	(1,073,311.12)	996.31



City of Boyne City

MEMO

Agenda Item 8A

Date: January 9, 2015

To: Mayor Grunch and the Boyne City City Commission

From: Michael Cain, City Manager 

Subject: Revised Draft Sommerset Pointe Utility Extension Agreement

Enclosed please find for your review and reference the latest draft utility agreement as proposed by Sommerset Pointe Development which an earlier draft of which was received yesterday, January 8th. This document makes provisions for the possibility of sanitary sewer and/or water extensions. The highlighted sections and strikeouts include all their proposed changes, including the ones previously seen, up to the date received. I have included the cover email from their attorney Dan Barron that was transmitted with it.

Staff is currently reviewing this document and is providing it to your for your information and comments as we continue our review of this document and the matter. While Dan Barron is scheduled to be present at Tuesday's meeting I do not anticipate recommending that any formal action be taken at that time. While progress is being made we are not there yet.

If you have any questions or comments in the meantime, please let me know.

Barb Brooks

From: Michael Cain
Sent: Friday, January 09, 2015 4:38 PM
To: Barb Brooks
Subject: FW: 2015 Development Agreement
Attachments: Smrt BC green highlighted revised 1-8-15 DevAmgt.pdf; Smrt BC CLEAN revised 1-8-15 DevAmgt.pdf

From: Joan Miller [mailto:joanlm@barronengstrom.com]
Sent: Friday, January 09, 2015 10:59 AM
To: Michael Cain
Cc: Taylor Fred
Subject: 2015 Development Agreement

Mike:

I am writing in furtherance of our conference from yesterday afternoon. I have effected several additional revisions to the recently revised 2015 Development Agreement which we reviewed yesterday, and have attached a "green highlighted/black-lined" copy of the document, as well as a "clean" copy of the same.

As discussed, the attached draft of the 2015 Development Agreement incorporates various revisions which were requested by you and Dan Meads at our December meeting. As also discussed, the attached document has not yet been reviewed by Fred Taylor and the terms thereof thus remain subject to his review and approval.

I understand there may be further discussion regarding the contemplated wastewater system extension and the proposed 2015 Development Agreement, at the City Commission meeting which is scheduled for January 13, 2015 at 7:00 p.m. I plan to attend the meeting and I will otherwise make myself available in the interim, if you should have any questions or comments.

Dan

~~~~~

**Daniel B. Barron, Esq.**



**309 Petoskey Ave., PO Box 309**

**Charlevoix, MI 49720**

**PH: 231-547-9950**

**FAX: 231-547-2977**

**dbarron@barronengstrom.com**

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**2015 DEVELOPMENT AGREEMENT**

This 2015 Development Agreement (this "Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, 2015, 2007, among the CITY OF BOYNE CITY, a Michigan municipal corporation, whose address is 319 N. Lake Street, Boyne City, MI 49712 (the "City"), SOMMERSET POINTE DEVELOPMENT, LLC, a Michigan limited liability company, whose address is 00970 Marina Drive, Boyne City, Michigan 49712, P.O. Box 309, Charlevoix, MI 49720 (the "LLC"), the Sommerset Pointe Association, a Michigan nonprofit corporation ("Association"), whose address is 4416 Lakeshore Drive, Boyne City, Michigan 49712 and EVELINE TOWNSHIP, whose address is 08825 Ferry Road, East Jordan, MI 49727 (the "Township").

**RECITAL OF FACTS**

The City is a Michigan municipal corporation organized and existing as a Michigan home rule city in Charlevoix County, Michigan. The LLC is a Michigan limited liability company, which owns certain real property located in Eveline Township, Charlevoix County, Michigan, the description of which is attached as Exhibit A (the "Sommerset Property"). ~~The Association is a Michigan nonprofit corporation, whose purpose is to manage and administer the affairs of a condominium project which the LLC wishes to establish upon the Sommerset Property.~~ The Township is a Michigan municipal corporation organized and existing as a general law township in Charlevoix County, Michigan.

Various residential dwellings and commercial establishments are currently situated, and the LLC desires to develop additional residential condominium projects and/or dwellings, on the Sommerset Property. The developments require infrastructure improvements including, among others, water and/or sanitary sewers. The City has the capacity and the ability and will allow the

extension of water service **and/or** sanitary sewer service subject to the terms of this Agreement, and **an** ~~proposed~~ Intergovernmental Agreement between the City and the Township.

The City, the LLC, ~~the Association~~ and the Township have agreed to the terms and conditions relating to the provision of water service **and/or** sanitary sewer service to the Sommerset Property, and enter into this Agreement to set forth their understandings and obligations regarding the provision of such services.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the City, the LLC, ~~the Association~~ and the Township agree as follows:

1. DEFINITIONS: For the purpose of this Agreement, the terms defined in this paragraph shall have the meanings hereinafter indicated, except when otherwise indicated by the context:
  - a. **AVAILABILITY VALUE**: The value assigned to property situated within the Township Service Area which obtains connection to the water system and/or sanitary sewer system, for utilization in calculating, assessing and collecting the Equity Investment/Availability Charge/Sewer and the Equity Investment/Availability Charge/Water. Said Availability Values are designated in section 3.a and in section 6.b.(iii) and are further respectively identified therein as the "Sewer Availability Value" and the "Water Availability Value."
  - b. CITY: The City of Boyne City, a Michigan municipal corporation, organized pursuant to 1909 PA 279, as amended. When reference in this Agreement is made to the territory of the City, it shall mean the corporate boundaries of the City of Boyne City.
  - c. CITY MANAGER: References to the City Manager shall mean the City Manager or his/her designee(s).
  - d. COLLECTION SYSTEM: All sanitary sewers and appurtenances used for collection and transmission of sanitary sewage, including sanitary sewer pipes and lines of all types, force mains, and lift stations with their appurtenances and properties, but excluding private sanitary sewer leads and pumping devices.
  - e. **EQUITY INVESTMENT/AVAILABILITY CHARGE/SEWER (the "Sewer Availability Charge")**: A charge to owner(s) of the Sommerset Property, as well as the owners of other property situated within the Township Service Area whose property has been connected to the City's sanitary sewer system. ~~in the initial amount of \$100,000 per year. commencing~~ Said Sewer Availability Charge shall be

calculated, administered and governed by the terms of this Agreement, including section 6.b.(i), section 6.b.(iii) and section 7.b. below, and shall commence on the date (if any) that the sanitary sewer system within the Township Service Area is accepted by the City, which charge will be indexed annually to inflation occurring in the preceding year, utilizing the U.S. Consumer Price Index for all urban areas, which index adjustment shall commence on the five year anniversary date of the initial Sewer Availability Charge. Said Sewer Availability Charge shall not, however, be increased by more than 3.5% over the amount in effect for the prior year.

- f. EQUITY INVESTMENT/AVAILABILITY CHARGE/WATER (the "Water Availability Charge"): A charge to owner(s) of the Sommerset Property, as well as the owners of other property situated within the Township Service Area whose property has been connected to the City's water system. Said Water Availability Charge shall be calculated, administered and governed by the terms of this Agreement, including section 6.b.(ii), section 6.b.(iii), and section 7.b below, and shall commence on the date (if any) that the water system within the Township Service Area is accepted by the City, which charge will be indexed annually to inflation occurring in the preceding year, utilizing the U.S. Consumer Price Index for all urban areas, which index adjustment shall commence on the five year anniversary date of the initial Water Availability Charge. Said Water Availability Charge shall not, however, be increased by more than 3.5% over the amount in effect for the prior year.
- g. LLC: Sommerset Pointe Development, LLC, or its successor(s), transferee(s), or assign(s). ~~which as the case may be, may include the Association.~~
- h. SANITARY SEWAGE: Sewage and wastewater discharged from residences or authorized commercial establishments in the Township Service Area.
- i. SANITARY SEWER SYSTEM: All sanitary sewers, pumping stations, force mains, and appurtenances and properties, or parts thereof, used or useful in connection with the collection, transmission, treatment, and disposal of sanitary sewage.
- j. SANITARY SEWER ORDINANCES: The ordinances of the City relating to sanitary sewer service and/or system, and all amendments made to said City ordinances from time to time.
- k. SEWER CONNECTION CHARGE: The fee the City charges any prospective user of the sewer system to connect to the City's sewer system.
- l. SEWER PERMIT: The permit the City issues to allow a prospective user of the City's sewer system to connect the user's premises to the City's sewer system.
- m. SEWER USER FEES: Fees or charges periodically levied on all premises discharging sewage into the sewer system, based upon a rate schedule for use as established by the City Commission.

- n. SOMMERSET PROPERTY: Certain land within the Township ~~currently or formerly~~ owned by the LLC, which land is described in attached Exhibit "A." ~~upon a portion of which the LLC wishes to develop the condominium project~~ ~~Various condominium projects, residential dwellings, commercial establishments and a marina are currently located upon portions of the Sommerset Property, and the LLC or its successors in title may wish to develop various residential condominium projects and/or residential dwellings upon other portions of such land.~~
- o. SP ESTABLISHMENTS: The existing establishments and/or residences situated within the Sommerset Property, identified in section 3.a, which may effect connections to the water system and/or sanitary sewer system.
- p. SP RESIDENCES: Up to 86 residential units and/or dwellings which are currently existing or which may hereafter be established within the Sommerset Property, identified in section 3.a, which may effect connections to the water system and/or sanitary sewer system.
- q. TOWNSHIP: Eveline Township, a Michigan general law township, organized under the laws of the State of Michigan. Any reference to the territory of the Township shall refer to the corporate boundaries of Eveline Township.
- r. TOWNSHIP SERVICE AREA: The portion of the Township for which the City will provide water and wastewater and sanitary sewer service pursuant to this Agreement and which is designated in Exhibit B, attached hereto and made a part hereof by reference.
- s. TREATMENT SYSTEM: As provided and maintained at the sewage treatment plant, sewage treatment appurtenances and facilities necessary to provide sewage and wastewater treatment.
- t. TSA RESIDENCES: Those residences which are connected to the City water system and/or sewer system, which are not located within the Sommerset Property but are otherwise located upon land situated within the Township Service Area.
- u. WATER CONNECTION CHARGE: The fee the City charges any prospective user of the water system to connect to the City's water system.
- v. WATER ORDINANCES: The ordinances of the City relating to water service, and all amendments made to said City ordinances from time to time.
- w. WATER PERMIT: The permit the City issues to allow a prospective user of the City's water system to connect the user's ~~premises residence~~ to the City's water system.

- x. WATER SYSTEM: All wells, pumping stations, towers, water mains, and appurtenances and properties, or parts thereof, used or useful in connection with the provision of water to area users, but excluding private property water service connections.
  - y. WATER USER FEES: Fees or charges periodically due from those using the City's water system based upon a rate schedule as established by the City Commission.
2. CONDITION PRECEDENT: The City, the LLC, ~~the Association~~ and the Township acknowledge and agree that their obligations under this Agreement are expressly conditioned upon the execution and consummation of an amendment to the Intergovernmental Agreement between the City and the Township dated August 27, 2007, which grants to the City, pursuant to the terms contained therein, the right to provide water service and sanitary sewer service to the Township Service Area.
3. WATER AND SANITARY SEWER SYSTEM IMPROVEMENTS:
- a. The LLC's Responsibilities: The LLC shall construct the water and/or sanitary sewer improvements to serve its developments including the extension of the water and/or sewer lines as set forth in Exhibit C, to be connected with the City's water and/or sewer system at locations to be determined by the City. The construction of the water and/or sanitary sewer improvements shall be done at the LLC 's expense. The LLC shall guarantee sufficient funds for the water and/or sanitary sewer improvements and removal of the water and/or sanitary sewer improvements in the event the City does not accept those systems, by obtaining and maintaining either an irrevocable letter of credit or a performance bond in favor of the City and the Township in an amount (i) not less than One Two Million Dollars (\$2,000,000.00) (\$1,000,000.00) relative to water system improvements, and in an amount (ii) not less than One Million Dollars (\$1,000,000.00) relative to sanitary sewer system improvements, and in a

commercially reasonable form acceptable to the City and the Township. The LLC shall pay for project costs of the City and the Township to the extent required by this contract. In addition to project costs, the LLC shall reimburse the City and the Township for all reasonable expenses incurred by the City and the Township in review of preliminary reports, design and inspection of the project, as well as attorney fees incurred by the City in an amount not to exceed \$5,000.00 and attorney fees incurred by the Township in an amount not to exceed \$2,500.00. The parties shall endeavor to utilize the same engineering and other project consultants in such regards. The LLC shall obtain City approval of all plans and specifications for its proposed improvements to the water and/or sanitary sewer system and any changes to the plans and specifications which are proposed during construction. All improvements constructed by the LLC shall comply with the approved municipal construction standards of the City.

When the LLC desires to construct a water main and/or a sewer collection system, the LLC shall submit to the City a written request to construct. The request shall include at a minimum, the following information:

- (1) The legal description of the area to be served;
- (2) Anticipated volumes (maximum volumes and character of flow);
- (3) The names and addresses of all the land owners of record of all parcels of land located within the Township Service Area, said area, to be provided by the Township;

- (4) Land use plan for the Township Service Area, area, including but not limited to, the zoning and a layout of streets and all existing and proposed utilities, to be provided by the Township;
- (5) Preliminary cost estimates setting forth anticipated costs of construction;
- (6) Detailed plans and specifications, prepared by a registered engineer of the proposed construction job; and
- (7) All data in the LLC's possession regarding topography, proposed sizes and pitch of tributary lines, and other information of like character.

No construction shall begin until the City has approved the plans and specifications, a DEQ construction permit has been obtained, the City and the Township have been given a copy of an insurance policy as required below, and the City and the Township have been given seventy-two hours written notice prior to the planned start of construction. The LLC shall pay all costs incurred by the City and the Township, including professional or engineering fees, relating to their review of plans and specifications and inspection during and after construction of all improvements, and the parties shall endeavor to utilize the same engineering and other project consultants in such regards. The LLC or its general contractor shall provide a policy of comprehensive general liability insurance for the City and the Township as named insureds in amounts not less than Two Five—Million Dollars(~~\$5,000,000.00~~) (\$2,000,000.00). The insurance policy shall be in effect until the City accepts the improvements and ownership of the improvements to the water

system and/or the sanitary sewer system is transferred to the City pursuant to the terms of this contract.

The LLC shall acquire all necessary permits for the improvements to the water and/or sanitary sewer system, including permits from all applicable jurisdictions, except for the NPDES permit. There shall be no cost to the City or Township in obtaining the consents or approvals. The LLC shall provide to the City all necessary permanent utility easements and rights-of-way in recordable form to extend water and/or sanitary sewer service throughout the Township Service Area at mutually agreeable locations. The LLC will provide such utility easements and rights-of-way at no cost to the City. The Township must grant to the City and to the LLC the right to use all public rights-of-way in the Township Service Area as necessary for construction, operation, and maintenance of the water system and/or the sanitary sewer system. Should either the City or Township need to acquire easements within the Township Service Area by whatever means, including condemnation as allowed by law, all costs of acquiring the easements, including attorney fees and the cost of the condemnation, if any, shall be borne by the LLC. At the conclusion of construction and prior to use, the LLC shall provide as-built construction drawings in both electronic and paper form acceptable to the City. Prior to use, the LLC shall provide the City with a warranty by the general contractor of the work performed in constructing the water and/or sanitary sewer improvements, ~~with a five-year maintenance and guarantee bond for the maintenance and/or repair of the improvements for the first five years in operation~~ in a commercially reasonable form acceptable to the City, consistent with similar warranties provided to the City relative

to water and/or sanitary sewer City infrastructure projects. The LLC shall also have all other responsibilities set forth in this agreement.

The LLC shall be entitled to effect or assign connections to the water system and/or sanitary sewer system for up to eighty-six (86) ~~one hundred (100)~~ residential units and/or dwellings, which are currently existing or may hereafter be established ~~situated~~ within the Sommerset Property (the "SP Residences" or an "SP Residence"), as to which the connection fees will be equal to those paid in the City. An "Availability Value," for purposes of assessment and collection of the Sewer Availability Charge and/or the Water Availability Charge set forth in section 6.b.(i) and 6.b.(ii) below (the "Availability Value"), shall equal 1% for each such SP Residence connected to the City sanitary sewer and/or water system. ~~Up to eighty-four residential units may be located within the Sommerset Pointe, LLC condominium development. The remaining residential units shall be located within portions of the Sommerset Property other than the Sommerset Pointe condominium development and shall be comprised of single family residences, duplexes or quadplexes.~~ The LLC shall be further entitled to effect or assign additional connections to the water system and/or sanitary sewer system to the following existing establishments and/or residences situated within the Sommerset Property (the "SP Establishments" or an "SP Establishment"), which shall be assigned the following "Availability Values," pursuant to section 6.b.(iii), if and when the same are connected to the City sanitary sewer and/or water system:

| SP Establishments       | Address | Availability Values |
|-------------------------|---------|---------------------|
| - Marina                |         |                     |
| - Restaurant/Yacht Club |         |                     |

| SP Establishments                          | Address             | Availability Values |
|--------------------------------------------|---------------------|---------------------|
| - Retail Store with<br>2 Rental Apartments | 4672 Lakeshore Road |                     |
| - Health Club Facilities                   |                     |                     |
| - Office Facility or<br>Rental Apartment   |                     |                     |
| - Office Facility or<br>Residence          |                     |                     |
| - 2 Rental Houses                          |                     |                     |

In the event that the sanitary sewer system is constructed and accepted by the City, the "Availability Value" attributable to connections to the same shall also be hereinafter referenced as the "Sewer Availability Value." In the event that the water system is constructed and accepted by the City, the "Availability Value" attributable to connections to same shall also be hereinafter referenced as the "Water Availability Value."

- b. City's Rights and Responsibilities: Upon construction by the LLC and acceptance by the City, the City agrees to provide water service to the Township Service Area up to a volume of 58,000 gallons per day, excluding water used for fire protection. Upon construction by the LLC and acceptance by the City, the City agrees to accept into its sanitary sewer system from premises situated in the Township Service Area up to 38,500 gallons per day of sanitary sewage. The City shall reserve and maintain sufficient service capacity in such regards to thereby provide to the Sommerset Property those water and/or sewer connections and resulting service to the SP Residences and the SP Establishments which are set forth in section 3.a. above, which provision of connections and service to the Sommerset Property shall take priority over the provision of connections and service to other areas within the Township

Service Area. In the event that an owner of an SP Establishment wishes to effect an expansion or a change in land use which results in an increase of more than 50% in sanitary sewage flow, and also wishes to continue to utilize the City sanitary sewer system, such owner must first obtain written consent from the City, which shall not be unreasonably withheld.

The City shall have the right to review and approve or disapprove all engineering plans and specifications for the improvements to the water and/or sanitary sewer system and to have its consultants inspect construction to ensure that it complies with the approved plans and specifications. The City and the LLC shall endeavor to utilize the same engineering and other project consultants in such regards, provided that such engineering and other project consultants are acceptable to the City. ~~It is agreed between the parties that, the harbor master, marina septic pump-out, and pool facilities at the Sommerset Property, may be connected to the sanitary sewer system.~~ The City shall have the right to reasonably require the use of specific materials, construction methods or components when in the City's opinion such materials, construction methods or components result in longer life or permit lower operation or maintenance costs for the planned improvements. The City shall have the right to inspect on-site all construction in progress. The City's representatives shall have direct access to the LLC's engineers and shall be provided a copy of all engineering reports. No portion of the improvements to the water system and/or the sanitary sewer system shall be placed into operation and no connections will be permitted until the City, through its representatives or designees, determines that the improvements meet the approved plans and specifications, the improvements are

accepted by the City via a formal letter of acceptance, the LLC has provided the City with the required maintenance and guarantee bond, as-built drawings have been provided and all engineering, consulting, and other fees and costs incurred by the City and the Township have been paid by the LLC. The LLC shall make any changes in construction or construction plans requested **in good faith** by the City. The City shall apply on behalf of the LLC for any required MDEQ permits for the planned improvements only after it has received and approved the LLC construction plans. The City shall have the right to hire engineers and other consultants so that it may exercise its rights under this contract and all costs incurred shall be paid for by the LLC, **provided the parties shall endeavor in good faith to utilize the same engineering and other project consultants in such regards.** All discretionary decisions permitted by the City in this contract shall be made within a reasonable time period unless a specific time period is required.

- c. Township Responsibilities: The Township shall enact and enforce, either directly or by agreement with the City, water and sewer ordinances substantially similar in form and identical in regulatory substance to the water and sewer ordinances of the City, and shall amend its ordinances to maintain consistency with the City ordinances. The Township shall agree to place unpaid water and sewer rates, fees and charges on the tax rolls for collection as requested to do so by the City. The Township shall allow the City to bill the Sommerset Property owners and users within the Township Service Area directly for all charges and fees, to accept payment directly from the Sommerset Property owners and users in the Township Service Area, and to discontinue service if rates, charges and fees are not paid. The Township contractually assigns to the City

all rights the Township may have relating to the water system and the sanitary sewer system by virtue of the systems being partially located within the Township. The Township agrees to provide any easements or rights of way in its control needed for construction of the project or for maintenance and operation of the water system and sanitary sewer system following completion of construction, and the Township agrees to use its powers of eminent domain as allowed by law and necessary to obtain easements and rights of way with the understanding that all costs associated therewith will be paid by the LLC.

4. CONNECTION: The City is not obligated to accept connection of the improvements to the water and sanitary sewer system constructed by the LLC to the City's water and sanitary sewer systems until (a) it is satisfied that the LLC improvements have been constructed according to the plans and specifications previously approved by the City and the Township and it has accepted the improvements in writing and (b) the LLC is not in breach of any of its obligations under this contract, which include, but are not limited to, the LLC providing the City with a five-year maintenance and guarantee bond and as-built construction drawings. The location of the connections between the improvements constructed by the LLC and the City's water and sanitary sewer systems shall be at locations determined by the City.
5. OWNERSHIP: Following acceptance of the systems, the City shall be the owner of the all water mains and sanitary sewer collection systems constructed pursuant to this contract as set forth on Exhibit C. The City shall become the owner of the water mains once the City notifies the LLC in writing that the water mains have been constructed according to plans and specifications previously approved by the City, that the City accepts the system, the LLC has paid all fees and costs required by the contract and is not otherwise in breach of the

agreement, and the LLC has provided the City with a five-year maintenance and guarantee bond and as-built construction drawings. The LLC shall notify the City in writing when it believes that the water system improvements are complete. The City shall have thirty (30) days to decide whether the improvements are in fact complete and have been constructed in accordance with the plans and specifications previously approved by the City. The City shall notify the LLC of its decision in writing and specify the grounds therefor. The City shall accept ownership of the water system improvements via a letter of acceptance once it is reasonably satisfied that the improvements are complete and have been built in accordance with previously approved plans and specifications. Nothing in this contract shall prohibit the City from charging fees for water service to any parcel connected to the City's water system.

The City shall become the owner of the sanitary sewer collection system once the City notifies the LLC in writing that the sanitary sewer collection system has been constructed according to plans and specifications previously approved by the City, that the City accepts the system, the LLC has paid all fees and costs required by the contract and is not otherwise in breach of the agreement, and the LLC has provided the City with a five-year maintenance and guarantee bond and as-built construction drawings. The LLC shall notify the City in writing when it believes that the sanitary sewer system improvements are complete. The City shall have thirty (30) days to decide whether the improvements are in fact complete and have been constructed in accordance with the plans and specifications previously approved by the City. The City shall notify the LLC of its decision in writing and specify the grounds therefor. The City shall accept ownership of the sanitary system improvements via a letter of acceptance once it is reasonably satisfied that the improvements are complete and have been built in accordance with previously approved plans and

specifications. Nothing in this contract shall prohibit the City from charging fees for sanitary sewer service to any parcel connected to the City's sanitary sewer system.

Nothing herein shall be interpreted as indicating that the City will have any ownership of or responsibility to maintain private property, including but not limited to the plumbing at private residences or commercial establishments and/or service leads and facilities situated on private property which connect to the water system and/or sanitary sewer system of the City. The lines and facilities to be owned and maintained by the City are designated on Exhibit C.

6. COMPENSATION TO THE CITY: In consideration of the City making available to the Township Service Area capacity in its water plant and water mains, its treatment plant and transmission mains, providing water service and sanitary sewer service to the Township Service Area, and all of the administration, operation, maintenance and protection of such services, the City shall receive the following:

a. Cost for Design, Construction, and Inspection. The LLC shall pay for all costs to design, construct, and inspect the water system and/or sanitary sewer system improvements in order to bring water service and/or sewer service to the Sommerset Property and the Township Service Area. The City will not be required to pay any monies from the water fund or the sewer fund or any other fund to provide for water service and/or sanitary sewer service to the Township Service Area.

b. In further consideration of the City making available to the Township Service Area capacity in its water system and/or sanitary sewer system, the City shall be entitled to receive from users of the sanitary sewer and water system and owners of the such land within the Township Service Area water and sewer fees, charges, or rentals in addition

to any other compensation to which the City is entitled under other provisions of this Agreement or by ordinance, as follows:

i. **EQUITY INVESTMENT/AVAILABILITY CHARGE/SEWER:**

Commencing on the date the sanitary sewer system within the Township Service Area is accepted by the City, the owners of the Sommerset Property referenced as the SP Residences and the SP Establishments in section 3.a. above, as well as the owners of land which is not situated within the Sommerset Property but is otherwise located within the Township Service Area, whose residential dwelling(s) have been connected to the City's sanitary sewer system (the "TSA Residences"), shall pay to the City an annual Equity Investment/Availability Charge/Sewer (the "Sewer Availability Charge"). In the event that the contemplated water system within the Township Service Area (if any) has not been accepted by the City at the time which the contemplated sanitary sewer system within the Township Service Area is accepted by the City, or in the event that the contemplated sanitary sewer system and the contemplated water system within the Township Service Area are accepted by the City on a concurrent basis, the Sewer Availability Charge shall equal \$75,000 per year, payable in the respective component amounts set forth in section 6.b.(iii) below. In the event that the contemplated water system within the Township Service Area has been accepted by the City prior to the acceptance by the City of the contemplated sanitary sewer system within the Township Service Area, the amount of the annual Sewer

Availability Charge shall equal \$10,000 per year, payable in the respective component amounts set forth in section 6.b.(iii) below.

The Sewer Availability Charge shall be indexed annually to the rate of inflation occurring in the preceding year using the U.S. Consumer Price Index for all urban areas, which index adjustment shall commence on the five year anniversary date of the initial Sewer Availability Charge. Said Sewer Availability Charge shall not, however, be increased by more than 3.5% over the amount in effect in the prior year. The Sewer Availability Charge shall be charged only in the event that the sanitary sewer system is constructed by the LLC within the Township Service Area and is accepted by the City, which Sewer Availability Charge shall be paid whether or not any property within the Township Service Area is connected to the City sanitary sewer system. The obligation for payment of the Sewer Availability Charge shall constitute an encumbrance running with the land. It is understood and agreed between the parties that this Sewer Availability Charge was voluntarily offered by the LLC and is based upon the City making its ~~water~~ sanitary sewer system available to the development and upon the historical investment of the City in its sanitary sewer system. It is understood and agreed that this charge will be assessed, billed and collected by the City as part of the normal billing cycle along with other charges.

ii. EQUITY INVESTMENT/AVAILABILITY CHARGE/WATER:

Commencing on the date the water system within the Township Service Area is accepted by the City, the owners of the Sommerset Property referenced as

the SP Residences and the SP Establishments in section 3.a. above, as well as the owners of land which is not situated within the Sommerset Property but is otherwise located within the Township Service Area, whose residential dwelling(s) have been connected to the City's water system (the "TSA Residences"), shall pay to the City an annual Equity Investment/Availability Charge/Water (the "Water Availability Charge"). In the event that the contemplated sanitary sewer system within the Township Service Area (if any) has not been accepted by the City at the time which the water system within the Township Service Area is accepted by the City, the Water Availability Charge shall equal \$75,000 per year, payable in the respective component amounts set forth in section 6.b.(iii) below. In the event that the contemplated sanitary sewer system within the Township Service Area has been accepted by the City prior to the acceptance by the City of the contemplated water system within the Township Service Area, or in the event that the contemplated sanitary sewer system and the contemplated water system within the Township Service Area are accepted by the City on a concurrent basis, the amount of the annual Water Availability Charge shall equal \$10,000 per year, payable in the respective component amounts set forth in section 6.b.(iii) below.

The Water Availability Charge shall be indexed annually to the rate of inflation occurring in the preceding year using the U.S. Consumer Price Index for all urban areas, which index adjustment shall commence on the five year anniversary date of the initial Water Availability Charge. Said Water Availability Charge shall not, however, be increased by more than 3.5% over

the amount in effect in the prior year. The Water Availability Charge shall be charged only in the event that the water system is constructed by the LLC within the Township Service Area and is accepted by the City, which Water Availability Charge shall be paid whether or not any property within the Township Service Area is connected to the City water system. The obligation for payment of the Water Availability Charge shall constitute an encumbrance running with the land. It is understood and agreed between the parties that this Water Availability Charge was voluntarily offered by the LLC and is based upon the City making its water system available and upon the historical investment of the City in its water system. It is understood and agreed that this charge will be assessed, billed and collected by the City as part of the normal billing cycle along with other charges.

- iii. Each SP Residence and TSA Residence which has been connected to the City water system shall be assigned a "Water Availability Value" of 1% each, and each SP Establishment which has been connected to the City water system shall be assigned a "Water Availability Value" which is set forth in section 3.a above. Each SP Residence and TSA Residence which has been connected to the City sanitary sewer system shall be assigned a "Sewer Availability Value" of 1% each, and each SP Establishment which has been connected to the City sanitary sewer system shall be assigned a "Sewer Availability Value" which is set forth in section 3.a above. Each premises within the Township Service Area which is connected to the City sanitary sewer system shall pay to the City that percentage of the entire annual Sewer Availability Charge set forth in

section 6.b.(i) above, which is equal to the Sewer Availability Value designated for such premises. Each premises within the Township Service Area which is connected to the City water system shall pay to the City that percentage of the entire annual Water Availability Charge set forth in section 6.b.(ii) above, which is equal to the Water Availability Value designated for such premises.

Until such time as the sum total of Sewer Availability Values should equal 100%, relative to premises within the Township Service Area which have been connected to the City sanitary sewer system, the LLC shall be obligated to pay to the City the difference between in the cumulative amount of Sewer Availability Charges which have been billed pursuant to this section 6.b.(iii), and the entire amount of the Sewer Availability Charge set forth in section 6.b.(i) above (the "Sewer Availability Subsidy"). At such time as the sum total of Sewer Availability Values should equal 100%, the LLC shall no longer be obligated to pay to the City the Sewer Availability Subsidy. If and to the extent that the total of Sewer Availability Values would otherwise exceed 100%, said Sewer Availability Values and the attendant obligation for proportional payment of the Sewer Availability Charge, shall be adjusted and reduced in a proportionate and rateable manner such that the sum of all Availability Values shall equal 100%.

Until such time as the sum total of Water Availability Values should equal 100%, relative to premises within the Township Service Area which have been connected to the City water system, the LLC shall be

obligated to pay to the City the difference between in the cumulative amount of Water Availability Charges which have been billed pursuant to this section 6.b.(iii), and the entire amount of the Water Availability Charge set forth in section 6.b.(ii) above (the "Water Availability Subsidy"). At such time as the sum total of Water Availability Values should equal 100%, the LLC shall no longer be obligated to pay to the City the Water Availability Subsidy. If and to the extent that the total of Water Availability Values would otherwise exceed 100%, said Water Availability Values and the attendant obligation for proportional payment of the Water Availability Charge, shall be adjusted and reduced in a proportionate and rateable manner such that the sum of all Availability Values shall equal 100%.

In the event any connections are effected within the Township to those portions of the City water and/or sanitary sewer systems constructed by the LLC, or to any extensions thereto or therefrom, which may not be otherwise addressed by this Agreement, the owner of each premises obtaining such connection shall be obligated to pay a rateable portion of the Sewer Availability Charge and/or the Water Availability Charge, as the case may be, similar and proportionate in the manner and amount which such charges are otherwise assessed under this Agreement.

iv. WATER AND SEWER CONNECTION FEES: Subject to the terms below, prior to any user located in the Township Service Area connecting to the water system and/or sewer system, the user shall pay the City fees equivalent to one and one half times the water and/or sewer connection fees the City charges a

City resident to make similar connection to the City's water and/or sewer system as then established through City Ordinance. In consideration for its implementation of the water and/or sanitary sewer systems, the LLC shall be entitled to effect and/or assign to a successor in title to the Sommerset Property, those connections to the water system and/or sanitary sewer system which are set forth in section 3.a. above, for one hundred (100) residential units situated within the Sommerset Property, as well as the harbor master, marine septic pump-out and pool facilities as to which the connection fees shall be equal to those paid in the City.

- v. WATER USER RATES: The water user rates charged Township residents and Township property owners by the City shall be one and one half times the rates the City charges its residents.
- vi. SEWER USER RATES: The sewer user rates charged Township residents and Township property owners under this Agreement shall be one and one half times the rates the City charges its residents. It is understood and agreed between the parties that this rate is consistent with 40 C.F.R. § 135.2140(a) in requiring that each user pays its proportionate share of operation and maintenance (including replacement) costs of treatment works.
- vii. This Agreement does not include nor is it intended to restrict the City or the Township from charging any other user fee, service charge, permit, inspection or utility rates or fees otherwise permitted by law.
- viii. As part of the consideration of this contract, the parties agree to waive any right they may have now or hereafter to challenge the reasonableness, legality

or fairness of the Sewer Availability Charge, the Water Availability Charge, the Water and Sewer Connection Fees, the Capital Implementation Fee and/or the Water and Sewer User Rates (hereinafter collectively referred to in this Paragraph 6(b)(viii) as the "System Charges"). Each and every party acquiring any interest in the Sommerset Property or in any portion thereof, shall also be bound by a restriction hereby imposed which shall encumber their property interest(s) and shall run with the land, whereunder they shall be prohibited from challenging the reasonableness, legality or fairness of the System Charges. ~~It is additionally acknowledged and agreed that the purpose of the Association is solely to manage and administer the affairs of the condominium, and the Association shall not possess standing to pursue any claims challenging the reasonableness, legality or fairness of the System Charges, as it is not and will not be a residential user of the water and sewer systems.~~

The parties understand and agree that the System Charges were proposed voluntarily by the LLC, ~~and the Association~~. Further, the parties agree that the System Charges and the collection terms set forth herein and in Section 8 will be disclosed in the master deed of the any condominium hereafter established upon the Sommerset Property, along with the owner's private maintenance obligations, and in purchaser disclosures required by the Michigan Condominium Act, 1978 PA 59, and that users of the sanitary sewer and /or water system owning land or condominium units within the Sommerset Property will be obligated to pay their ~~pro-rata~~ rateable share of

the annual Sewer Availability Charge, and the annual Water Availability Charge, as set forth in section 6.b.(iii) above, in addition to all connection fees and user fees. With respect to the Township Service Area, if any charges, fees or rates are not paid by an owner of land who bears such obligation, the unpaid amount shall be a lien against the such owner's property both as a matter of contract as well as pursuant to statute, MCL 123.161 *et seq.* The LLC further agrees that it will provide the City with an opportunity to review the master deed, purchaser disclosures and form agreements prepared in connection with the establishment of additional condominium projects upon the Sommerset Property and the proposed sale of individual units, prior to finalizing such documents.

~~In the event that the sommerset Property to the south of Lakeshore Road is developed into condominiums, the procedures set forth above shall apply.~~ Prior to effecting the connection to the sanitary sewer system and/or the water system, of any property situated within the Township Service Area, including but not limited to any property or units located within the Sommerset Property, the City may require a subscription agreement and/or the obligation to pay the System Charges shall be included in a restrictive covenant applicable to all such land, executed by the affected landowner, which confirms that such landowner(s) and their successors in title shall be bound by all terms of this Agreement relating to the obligations to pay System Charges. Such document may be recorded on parcels or units, the restrictive covenant shall be recorded with the Charlevoix County Register of Deeds and all terms relating to the

obligations to pay System Charges shall run with the land. It is understood and agreed that the Sewer Availability Charge and the Water Availability Charge will be billed and collected directly by the City, and shall be chargeable once the sanitary sewer system and/or water system within the Township Service Area, as the case may be, is accepted by the City. ~~The LLC will initially be obligated to pay 100% of the Investment Equity/Availability Charge until such time as a parcel of land, a residential condominium unit or a boat slip condominium unit within the Sommerset Property is sold by the LLC and connected to the systems. Once the same should occur, (i) 16% of the Equity Investment/Availability Charge shall be chargeable and billed in equal amounts to all boat slip condominium units, and (ii) each parcel of land or residential condominium unit within the Sommerset Property which has been sold and connected to the systems, and the owner(s) thereof, shall thereafter be obligated to pay 1% of the Equity Investment/Availability Charge. In the event that any residential dwellings or units situated within the Sommerset Property, other than the contemplated 84 residential condominium units, should connect into the water and sanitary sewer systems, the owners thereof shall be responsible to pay an equal share of the Equity Investment/Availability Charge otherwise chargeable to the contemplated 84 residential condominium units, the amount of which shall be adjusted pro rata for all such residential dwellings or units. The LLC shall remain obligated to pay the proportionate share of the Equity Investment/Availability Charge for all unsold and/or yet to be established residential condominium units and all boat slip condominium units, thereby~~

~~resulting in cumulative obligations to the City equal to 100% of the Equity Investment/Availability Charge.~~

7. COMPENSATION TO THE LLC: In consideration for its implementation of the water and/or sanitary sewer system, the LLC shall be entitled to the following:

a. The LLC may effect and/or assign connections to the water system ~~and/or~~ sewer system for all potential users of the same within the Sommerset Property, as set forth in section 3.a. above, ~~one hundred (100) residential parcels or units~~ as to which the connection fees shall be equal to those paid in the City.

b. ~~In the event that either the sanitary sewer system or the water system is implemented by the LLC and accepted by the City, the sum of \$75,000.00 per year (the "Enhanced Availability Charge") will be payable as either the Sewer Availability Charge or the Water Availability Charge, pursuant to the terms of section 6.b.(i) and 6.b.(ii) above. The City shall pay to the LLC 33.33% of the Enhanced Availability Charge revenue until the first to occur of (i) completion of revenue collection attributable to the Enhanced Availability Charge which is billed on or about the 25 year anniversary date of the initial Enhanced Availability Charge, or (ii) payment by the City to the LLC of Enhanced Availability Charge revenue in a cumulative amount which equals the sum of the Sewer Availability Subsidy and the Water Availability Subsidy paid to the City by the LLC (per section 6.b.(i) and 6.b.(ii)), together with the documented expense incurred by the LLC in implementing the improvements to the water and/or sanitary sewer systems, after which time the City shall then be entitled to retain all Enhanced Availability Charge revenue. The City may, in its discretion, administer collection of~~

the Sewer Availability Subsidy and the Water Availability Subsidy from the LLC and payment of the Enhanced Availability Charge revenue to the LLC, by way of offset.

- c. The LLC shall be entitled to a Capital Implementation Fee with respect to all TSA Residences which do not obtain a connection to the City's water and/or sewer system concurrent with the construction by the LLC of such system improvements. payable prior to connection to the water system or the sanitary sewer system by any user located within the Township Service Area, other than areas situated within the Sommerset Property.—The City shall assess and collect the Capital Implementation Fee from the owners of affected TSA Residences, such users pursuant to duly adopted City and Township ordinances, which shall be payable prior to the connection to the water system and/or the sanitary sewer system, and upon receipt of such charges the City shall remit payment of the same to the LLC. The amount of the Capital Implementation Fee shall be ~~\$6,000~~-\$3,000 for each water connection and \$3,000 for each sewer connection, per TSA Residence. The City's responsibility to collect the Capital Implementation Fee will be limited to refusing to connect into the water and/or sewer system, the residences of those owners of affected land which have not paid the Capital Implementation Fee. The City's responsibility to collect the Capital Implementation Fee relative to water system connections will terminate on the eighth anniversary date of acceptance by the City of the water system, and will likewise terminate relative to sewer system connections, on the eight (8th) anniversary date of acceptance by the City of the sanitary sewer system. The LLC is intended to constitute a third party beneficiary relative to the obligations of users TSA Residences to pay the Capital Implementation Fee, and the LLC shall be entitled to pursue legal action to collect the same from any

users the owners of any TSA Residence who should fail to make such payment, which legal action shall include the right of the LLC to impose and foreclose a lien and to collect all actual attorneys fees incurred by the LLC in such regards.

8. COLLECTION OF FEES AND CHARGES: The City will bill users of the water system and the sanitary sewer system directly for all connection charges and user fees which they may owe, including but not limited to the Sewer Availability Charge and the Water Availability Charge. In addition, the Township agrees to place any unpaid rates, charges and fees, including the Sewer Availability Charge and the Water Availability Charge, on the tax rolls as part of the Intergovernmental Agreement between the parties, and agrees that the City and Township may use any and all other legal remedies for the collection of fees and charges as may be permitted by law. The LLC shall possess no liability to the City or the Township for nonpayment by any other individuals or entities of their System Charges.

Notwithstanding the foregoing, the City shall have the right to terminate water and/or sewer service to any property that is in default for failure to pay any rates, fees or charges for water service or sanitary sewer service, including but not limited to property situated within the Sommerset Property. The property owners shall be fully responsible for all costs associated with terminating the services. For services to be resumed to the property, the property owners shall first pay all costs of terminating the service, and all costs, including construction costs, to reinstate the water service or sanitary sewer service.

9. NOTICE OF DEFAULT:
- a. In the event any party defaults in the performance or observance of any term, covenant, condition, or provision of this Agreement, and such default is of a kind which is curable or remediable, a non-defaulting party may give the defaulting party notice of default.

In the event such default continues for a period of thirty (30) days after service of a notice of default, a non-defaulting party may proceed to take such action or invoke such remedy as may be allowed by law or in equity.

- b. In the event of a breach or a threatened breach by any party of any of the terms, covenants, conditions or provisions of this Agreement, the other parties shall have the right to apply for an injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, including without limitation the right to money damages, as if specific remedies, indemnity or reimbursement were not provided for in this agreement.
  - c. The rights and remedies given to the non-defaulting parties in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting parties, shall be deemed to be in exclusion of any of the others herein or by law or equity provided.
  - d. In the event of a breach by the LLC of the terms of this Agreement, the City may prohibit any future connections to its water system and/or sanitary sewer system by owners of the Sommerset Property, until such time as said breach is cured. This shall be in addition to any other remedies available to the City at law or in equity.
10. TEMPORARY LIMITATIONS ON CAPACITY: The City shall have the right to place a temporary moratorium on further connections to the City's water system or sanitary sewer system at any time the City determines that the City water system or sanitary sewer system has reached its designed capacity or an emergency exists which prudent engineering practice dictates a temporary moratorium on further connections. If such an emergency develops, the City shall take reasonable steps to rectify the emergency.

11. RESTRICTIONS ON THE TYPE OF SANITARY SEWAGE: The parties agree that the use of the Collection System to be constructed in the Township Service Area shall be limited to residential properties, with the exception of the "SP Establishments" and their successors, identified in section 3.a above, which that the harbor master, marina septic pump-out and pool facilities situated upon the Sommerset Property shall also be entitled to use of the Collection System. All use of the system within the Township Service Area shall be subject to the City's and Township's sanitary sewer ordinance and rates and regulation provided therein as shall be enacted from time to time.
12. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto and all successors and assigns. The LLC may assign its rights under this Agreement, only with the written consent of the City and the Township, which consent shall not be unreasonably withheld. ~~It is anticipated by the parties that various responsibilities of the LLC under this Agreement may be assigned to the Association, at a yet to be determined date.~~ By way of example and not limitation, the LLC may assign to an individual or entity which acquires title to a portion of the Sommerset Property, the right to connect to the water and/or sanitary sewer systems, which assignee may be also granted the right to further assign such connection rights to other owners of property within the Sommerset Property. However, the obligation to pay the LLC's share of the Sewer Availability Charge and the Water Availability Charge may not be assigned to the Association to any property owner's association within the Sommerset Property.
13. WARRANTY: ~~The LLC warrants and guarantees for five (5) years from the date of acceptance of the improvements to the water system and sanitary sewer system, respectively, that the construction of the improvements by it has been done in a workmanlike fashion and is free from any defects due to faulty materials, workmanship, and/or design and that the systems will~~

~~operate in a good and workmanlike manner.~~ Concurrent with written acceptance by the City of the sanitary sewer system and/or the water system, the LLC shall provide the City with a warranty by the general contractor of the work performed in constructing the water and/or sewer system improvements, in a commercially reasonable form acceptable to the City, consistent with similar warranties provided to the City relative to City sanitary sewer and/or water infrastructure improvements. Concurrent with ~~Upon~~ written acceptance by the City of the sanitary sewer system, the LLC shall provide the City with a five (5) year, \$500,000.00 maintenance and guaranty letter of credit or bond from a financial institution or surety reasonably satisfactory to the City and in a form approved by the City Attorney, which shall among other things, provide for reasonable system renovations in the event of unacceptable performance of the sanitary sewer system constructed by the LLC, relative to such matters as odors and flow restrictions. ~~The LLC will hold the City and Township harmless from any costs associated with the repair and replacement within the five (5) year period.~~ The only warranty of the LLC with respect to the water and/or sanitary sewer system improvements is that the LLC shall have complied with its obligations under this Agreement. This provision section shall not impair the rights of any party to seek a remedy for loss or damages occasioned by an act or omission of another party or third-party including, but not limited to, loss or damages caused by hidden defects.

14. CASUALTY: The parties hereto shall be excused from any material breach of this Agreement and from any liability for damage when caused by riots, strikes, disaster, war, acts of God, or causes beyond their reasonable control.
15. TERM: This Agreement shall remain in effect until it is terminated by the written agreement of the parties.

16. SAVING CLAUSE: Should any part of this Agreement be held by a court of competent jurisdiction to be illegal or unenforceable, such event shall not be deemed to affect the validity of any other portion hereof. Any such court holding materially affecting the commitments herein contained may serve as the basis to initiate reconsideration of the provisions herein as they relate to consideration, and in any such event, any party may seek to reopen this Agreement for the purpose of renegotiating said consideration.
17. OWNERSHIP OF WATER SYSTEM AND SEWER SYSTEM: Notwithstanding the fact that the City is allocating limited capacity in its water system and sanitary sewer system to the LLC, subject to the terms and conditions of this Agreement, nothing herein shall be considered as transferring ownership of the City's water system and sanitary sewer systems or any of the water or sanitary sewer improvements being constructed under this Agreement (once accepted by the City) from the ownership of the City.
18. PRIOR DEVELOPMENT AGREEMENT: The parties acknowledge that the matters addressed within this Agreement were previously addressed within a Development Agreement bearing the date of August 27, 2007 (the "Prior Agreement") which was executed by the City, the LLC, the Township and the Sommerset Pointe Association, a Michigan nonprofit corporation (the "Association"). The parties to this Agreement hereby ratify the Prior Agreement and further agree that between and amongst the City, the LLC and the Township, if and to the extent that the terms and conditions of this Agreement (i) address in a differing manner any matter which was previously addressed by the Prior Agreement, and (ii) do not otherwise restrict the rights of the Association under the Prior Agreement relative to said matter, the terms and conditions of this Agreement in such regards shall supercede those of the Prior Agreement.

19. NOTICE: All notices, request and approvals under this Agreement shall be sufficiently delivered if sent by certified mail to the following addresses of the parties, or such other address as may be designated from time to time in writing to the other party.

City: CITY OF BOYNE CITY  
c/o City Manager  
319 N. Lake Street  
Boyne City, MI 49712

Association: ~~SOMMERSET POINTE ASSOCIATION~~  
~~Attn: Frederick B. Taylor, President~~  
~~4416 Lakeshore Drive~~  
~~Boyne City, MI 49712~~

LLC: SOMMERSET POINTE DEVELOPMENT, LLC  
Attn: Fredrick B. Taylor, President ~~Authorized Member~~  
00970 Marina Drive ~~4416 Lakeshore Drive~~  
Boyne City, MI 49712

Township: EVELINE TOWNSHIP  
c/o Township Clerk  
PO Box 454  
Charlevoix, Michigan 49720

20. SUNSET CLAUSE: The right of the LLC to construct sanitary sewer system improvements in accordance with the terms of this Agreement, shall expire and terminate on the five (5) year anniversary date of this Agreement, unless prior to such time the LLC has submitted to the City a written request to construct sanitary sewer system improvements as provided in section 3.a. above, and the construction process and procedures hereunder are thereafter pursued and implemented by the LLC. The right of the LLC to construct water system improvements in accordance with the terms of this Agreement, shall expire and terminate on the five (5) year anniversary date of this Agreement, unless prior to such time the LLC has submitted to the City a written request to construct water system improvements as provided in section 3.a. above, and the construction process and procedures hereunder are thereafter pursued and

implemented by the LLC.

- 21. AMBIGUITY: If this Agreement or any of its terms and conditions are determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by all parties.
- 22. COMPLETE AGREEMENT: This Agreement contains all the terms and conditions agreed to by the parties, and unless otherwise specified herein, any provision not contained in this Agreement shall not be binding on any party.
- 23. APPLICABLE LAW: This agreement shall be construed and governed in accordance with the laws of the State of Michigan.
- 24. AUTHORITY TO EXECUTE: The City, ~~the Association~~, the LLC, and the Township acknowledge that in entering into this Agreement each has the authority to enter into this Agreement and the persons executing the Agreement do so with requisite authority.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date and year first above written.

**CITY OF BOYNE CITY**

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

\_\_\_\_\_  
By: City Clerk

STATE OF MICHIGAN            )  
                                                  )ss  
COUNTY OF CHARLEVOIX    )

On this \_\_\_\_ day, of \_\_\_\_\_, 2015, before me, a Notary Public, personally appeared \_\_\_\_\_, Mayor and \_\_\_\_\_, City Clerk, respectively, for and on behalf of the City of Boyne City, Michigan, a Michigan municipal corporation, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be the free act and deed of said municipal corporation.



**EVELINE TOWNSHIP**

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By: John E. Vrondran  
Its: Supervisor

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By: Michelle Johnson  
Its: Clerk

**STATE OF MICHIGAN**            )  
                                          )ss  
**COUNTY OF CHARLEVOIX**    )

On this \_\_\_\_ day, of \_\_\_\_\_, 2015, before me, a Notary Public, personally appeared John E. Vrondran, Supervisor and Michelle Johnson, Clerk, respectively, for and on behalf of Eveline Township, a Michigan township, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be the free act and deed of said municipal corporation.

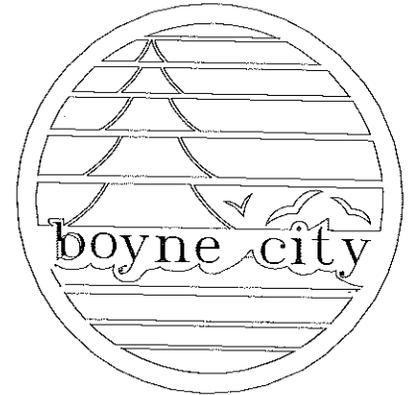
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Charlevoix County, Michigan  
My commission expires:

Notary Public

**CITY OF BOYNE CITY**

**To:** Michael Cain, City Manager *Mc*  
**From:** Scott McPherson, Planning Director *SM*  
**Date:** January 13, 2015  
**Subject:** CBD Drive Thru Ordinance Amendment

**Background**

In August Glenn Catt presented to the Planning Commission a pre-application proposal for the redevelopment of the parcels located at 202 and 210 Lake Street which are currently the locations of the Lake Street Mall and parking lot and the Boyne Arts Collective. After review and discussion of the proposal, that included a drive thru lane for a bank which is a prohibited use in the Central Business District (CBD), the Planning Commission directed staff to put the issue of drive thru lanes in the CBD on the September Planning Commission meeting agenda for review and discussion.

At the September Planning Commission meeting the different options and actions that could be taken were explored. The options included a variance request, a rezoning, conditional rezoning, an ordinance amendment and taking no action which would prohibit the project as proposed. After reviewing the various options it was the Planning Commission's determination that the most appropriate course of action would be to amend the zoning ordinance to allow a drive thru for a bank or financial institution as a conditional use in the CBD with the specific criteria. The criteria would require that the drive thru terminal, ingress and egress and queuing lanes must be enclosed within a multi story structure and the floors above the first floor must be finished space that can be occupied for residential or commercial uses. The proposed amendment as proposed would add the following language to section 10.30 of the Boyne City Zoning Ordinance:

*M. Banks, savings and loans and credit unions with drive-thru lane meeting the following criteria*

- 1 Drive-Thru terminal, ingress, egress and queuing areas must be completely enclosed within the first story of a multi story structure. All floors above the first floor must be finished space that can be occupied for commercial or residential uses as permitted in the district.*

**Process**

In accordance with the Michigan Zoning Enabling Act and the Boyne City Zoning Ordinance Section 2.40 Amendment Procedures, a public hearing was held by the Planning Commission on October 20<sup>th</sup>, 2014, and after reviewing the Amendment Criteria as required by the Boyne City Zoning Ordinance Section 2.50 (A), the Planning Commission recommended approval of the proposed zoning ordinance amendment. The proposed ordinance amendment is now being presented to the City Commission for a first reading. As required by the Boyne City Charter, ordinances cannot be adopted until at least one month after the meeting it is introduced. The next available City Commission meeting that meets this requirement would be February 24, 2015. The City Commission has the following options:

1. Schedule a second reading for February 24<sup>th</sup>, 2015 or later.
2. Send the proposed ordinances back to the Planning Commission for further consideration.
3. Take no action.

**Recommendation**

Review proposed ordinances and schedule a second reading for February 24<sup>th</sup>, 2015.



# BOYNE CITY POLICE

319 North Lake St. Boyne City, MI 49712 • police@boynecity.com • Phone: (231) 582-6611 • Fax: (231) 582-3670

To: Michael Cain, City Manager

From: Jeff Gaither, Chief of Police

Re: 2010 Patrol Car Bids

Date: January 8, 2015

The Police Department's 2010 Crown Vic patrol car was taken out of service this past fall. We attempted to market the vehicle to police agencies with most of the police equipment included. I advertised the car on the Michigan Association of Police Chiefs list serve and had several inquiries, however no serious interest was developed. I also contacted all of the northern chiefs as well.

About the same time that I was trying this, the East Lansing Police Department offered 12 used fully equipped Crown Vics for sale.

The car was then listed on Craigslist without the police equipment as a sealed bid process. The closing date on the bids was December 4, 2014. We received 3 bids as specified by the listing with the low being \$1300 and the high bid being \$2500. We also received a fax bid for \$2507.

I feel that these bids are not representative of the true value of the vehicle at this time. The Kelly Blue Book shows the value at over \$7000. Listings on Auto Trader show similar police vehicles starting at \$5500. Listing the vehicle on Auto Trader would cost about \$50 for several weeks.

The time of year may have contributed to the lower bids. If we list the vehicle again, I would suggest that we wait until spring to do so.

I recommend that we reject the bids that were received because they lower than the true value of the vehicle and try to sell it in the spring.

#### Other Options

Accept the highest bid the came in and met the requirements of the bid process.

Re-list the vehicle on Craigslist.

Other options as recommended by the commission

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*Jeff Gaither, Chief of Police*

# January 2015

| January 2015 |    |    |    |    |    |    | February 2015 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
| S            | M  | T  | W  | T  | F  | S  | S             | M  | T  | W  | T  | F  | S  |
|              | 4  | 5  | 6  | 7  | 8  | 9  | 1             | 2  | 3  | 4  | 5  | 6  | 7  |
| 11           | 12 | 13 | 14 | 15 | 16 | 17 | 8             | 9  | 10 | 11 | 12 | 13 | 14 |
| 18           | 19 | 20 | 21 | 22 | 23 | 24 | 15            | 16 | 17 | 18 | 19 | 20 | 21 |
| 25           | 26 | 27 | 28 | 29 | 30 | 31 | 22            | 23 | 24 | 25 | 26 | 27 | 28 |

| Monday                                                          | Tuesday               | Wednesday                     | Thursday                                                | Friday | Sat/Sun                              |
|-----------------------------------------------------------------|-----------------------|-------------------------------|---------------------------------------------------------|--------|--------------------------------------|
|                                                                 |                       |                               | January 1, 2015<br>City Offices Closed<br>New Years Day |        | 8:00am Farmers Market                |
|                                                                 |                       |                               |                                                         |        |                                      |
| 6:00pm Parks & Rec                                              | 5:00pm ZBA            | 8:00am Farmers Market         | 8:30am Main Street Board mtg.                           |        | 8:00am Farmers Market                |
|                                                                 |                       |                               |                                                         |        |                                      |
| 7:00pm City Commission                                          | 8:00am Farmers Market | 5:30pm Airport Advisory Board |                                                         |        | 8:00am Farmers Market                |
|                                                                 |                       |                               |                                                         |        |                                      |
| Martin Luther King Day (United St<br>5:00pm Planning Commission | 8:00am Farmers Market | 5:00pm Chamber Annual Mtg.    |                                                         |        | Winter Fest<br>8:00am Farmers Market |
|                                                                 |                       |                               |                                                         |        |                                      |
| 12:00pm City Commission                                         | 8:00am Farmers Market |                               |                                                         |        | 8:00am Farmers Market                |
|                                                                 |                       |                               |                                                         |        |                                      |

# February 2015

| February 2015 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | T  | F  | S  |
| 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 |

| March 2015 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | T  | F  | S  |
| 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 |    |    |    |    |

| Monday                                                        | Tuesday                  | Wednesday             | Thursday                      | Friday | Sat/Sun                                                                         |
|---------------------------------------------------------------|--------------------------|-----------------------|-------------------------------|--------|---------------------------------------------------------------------------------|
|                                                               |                          |                       |                               |        | February 1                                                                      |
| 2                                                             | 3                        | 4                     | 5                             | 6      | 7                                                                               |
|                                                               | 5:00pm ZBA               | 8:00am Farmers Market | 8:30am Main Street Board mtg. |        | 8:00am Farmers Market                                                           |
|                                                               |                          |                       |                               |        | 8                                                                               |
| 9                                                             | 10                       | 11                    | 12                            | 13     | 14                                                                              |
|                                                               | 7:00pm City Commission   | 8:00am Farmers Market | 6:00pm Parks & Rec            |        | Valentine's Day (United States)<br>Winter Tax Due Date<br>8:00am Farmers Market |
|                                                               |                          |                       |                               |        | 15                                                                              |
| 16                                                            | 17                       | 18                    | 19                            | 20     | 21                                                                              |
| President's Day (United States)<br>5:00pm Planning Commission | 7:00pm Historic District | 8:00am Farmers Market |                               |        | 8:00am Farmers Market                                                           |
|                                                               |                          |                       |                               |        | 22                                                                              |
| 23                                                            | 24                       | 25                    | 26                            | 27     | 28                                                                              |
|                                                               | 12:00pm City Commission  | 8:00am Farmers Market | 5:30pm Airport Advisory Board |        | 8:00am Farmers Market                                                           |
|                                                               |                          |                       |                               |        |                                                                                 |