



BOYNE CITY  
CITY COMMISSION REGULAR MEETING  
Boyne City Hall  
319 North Lake Street  
Tuesday, March 3, 2020 at Noon

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 February 25, 2020 City Commission regular meeting minutes as presented
  - B. Approval to award a contract for the Construction Engineering services for the N Lake Street & W Michigan Avenue Project in an amount not-to-exceed \$36,000 per the proposal dated 2/25/2020 and authorize the City Manager to execute the documents
4. HEARING CITIZENS COMMENTS (on non-agenda items; 5 minute limit)
5. CORRESPONDENCE
  - A. Correspondence from the Women's Resource Center of Northern Michigan, Inc. declaring April as Sexual Assault Awareness Month
  - B. Information about the Coronavirus disease from the Health Department of Northwest Michigan
6. CITY MANAGER'S REPORT
7. REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES
  - A. Draft minutes of the February 6, 2020 Main Street Meeting
  - B. Draft minutes of the February 13, 2020 Parks & Recreation Commission meeting
  - C. Draft minutes of the February 17, 2020 Planning Commission Meeting
8. OLD BUSINESS
9. NEW BUSINESS
  - A. Presentation and swearing in of new Assistant Chief of Police Dan Mercer
  - B. Presentation of the May 5<sup>th</sup> Boyne City Public Schools Bond Proposal by Patrick Little, Boyne City Schools Superintendent

- C. 800 Radio Membership Agreement  
Consideration to approve the Boyne City EMS, Fire and Police Departments to enter into an agreement with the Michigan's Public Communication System to become an active Member in the implementation of the 800 radio system throughout our coverage area and authorize the City Manager to execute the documents
- D. American Waste Contract  
Consideration to approve the one-year extension to the contract with American Waste for the 2020/2021 Solid Waste Collection & Disposal Services in an amount not-to-exceed \$6,000 for containerized refuse collection and \$51,000 for the rubbish collection programs, changing from two Spring and two Fall collection days to one each season, and authorize the City Manager to execute the documents
- E. Request of the City Manager to go into closed session to consider a periodic personnel evaluation of a public officer as provided in MCL 15.268 (a) of the Michigan Open Meetings Act (PA 267 of 1976)

10. GOOD OF THE ORDER

11. ANNOUNCEMENTS

- City Hall will be open Saturday, March 7, 2020 from 8:00 a.m. until 4:00 p.m. for the purpose of issuing and receiving absentee ballots for the March 20, 2020 Presidential Primary
- The Presidential Primary will be held on Tuesday, March 10, 2020 with polls open from 7:00 a.m. until 8:00 p.m.
- The next regular City Commission meeting is scheduled for March 17, 2020 at 7:00 p.m.

12. ADJOURNMENT



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click on Boards & Commissions for complete  
agenda packets & minutes for each board

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

**FEBRUARY 25, 2020  
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 FEBRUARY 25, 2020

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**CALL TO ORDER**

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

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

Absent: Commissioner Solomon

Staff: Michael Cain, Mark Fowler, Scott McPherson, Kelsie King-Duff, John Lamont, James Manko, Cindy Grice and Tim Faas

Others: There were three citizens in attendance.

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**EXCUSE  
COMMISSIONER  
SOLOMON**

2020-02-018

Moved by Neidhamer  
Second by Conklin

To excuse Commissioner Solomon from attending today's meeting

Ayes: 4

Nays: 0

Absent: 1, Commissioner Solomon

Motion carried

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**CONSENT AGENDA  
MOTION**

2020-02-019

Moved by Conklin  
Second by Page

Approval of the January 9, 2020 City Commission Special Work Session meeting minutes as presented

Approval of the February 11, 2020 City Commission regular meeting minutes as presented

Approval of the February 13, 2020 City Commission Special Work Session as presented

Approval of a resolution allowing taxpayers to file a written appeal to the Board of Review without making a personal appearance and authorize the City Clerk / Treasurer to sign the resolution

Approval to authorize the City Manager and / or his designee to enter into a one-year mutual aid agreement with an automatic renewal annually with the City of Charlevoix EMS

Ayes: 4

Nays: 0

Absent: 1, Commissioner Solomon

Motion carried

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**CITIZENS COMMENTS**

Lucy Ackland asked about paving Taylor Street from State Street to the beginning of Rotary Park. Taylor Street is heavily traveled during the six months of soccer and baseball season. The street has

potholes that create damage to tires and vehicle undercarriages. There is also a lot of dust created.

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**CORRESPONDENCE**

Correspondence from the Michigan Municipal League regarding census information was received and filed.

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**CITY MANAGERS REPORT**

City Manager Cain reported:

- Just under 100 absentee ballots have been issued.
- We are requesting a meeting to be scheduled on Monday, March 2 at 3:00 p.m. with our financial consultants regarding water/wastewater and marina funding

Clerk / Treasurer Cindy Grice introduced new Deputy Treasurer James Manko to the Commissioners and audience. The Commissioners welcomed James to the team.

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

The January, 2020 Financial Statement was received and filed.

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**Poverty Exemption Guidelines**

Consideration to approve the Poverty Tax Guidelines for 2020 in compliance with MCL 211.7u as presented.

Clerk/Treasurer Grice stated that from time to time, the Board of Review receives Poverty Exemption Requests to exempt property taxes in whole, or part, by reasons of poverty. Michigan's General Property Tax Act requires local units of government to adopt guidelines that set income levels, along with an asset level test. The asset level test sets a maximum dollar amount for the assets to be considered, while state requires that income levels not be set lower than the federal poverty guidelines that are updated annually. The Board of Review should follow these guidelines for granting or denying poverty exemptions. These guidelines will be updated annually to meet the statutory requirements of MCL 211.7u.

Staff Comments: None

Citizens Comments: None

Board Discussion: All are in agreement with the recommendation.

**MOTION**

2020-02-020

Moved by Conklin

Second by Page

To approve the Poverty Tax Guidelines for 2020 in compliance with MCL 211.7u as presented.

Ayes: 4

Nays: 0

Absent: 1, Commissioner Solomon

Motion carried

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**Housing North Staffing Contract**

Consideration to approve contract 2020 BC HR between the City of Boyne City and Housing North as presented for the provision of staff services for one year at a cost not to exceed \$9,250 and authorize

the City Manager and City Clerk / Treasurer to take the steps necessary to execute the contract.

City Manager Mike Cain discussed the proposed contract between Housing North and the City of Boyne City. This one year contract along with similar ones between Housing North and the City of East Jordan, the City of Charlevoix and Charlevoix County provides the basic framework and necessary funding to allow for the hiring of a Housing Ready Program Director to help address the housing shortage directly here in Charlevoix County. It is the intent of all the parties involved that this is a minimum of a three-year effort and that its successes and progress will seek us all to extend it even further into the future. There is a 30 day opt-out option.

The new Housing Ready Program Director will be hired by Housing North who will be ultimately responsible for that person. It is anticipated that person will work closely with and receive direction from each of the sponsoring communities. Ultimately if there are any issues that cannot be worked out between the communities, the Program Director of Housing North will be available to resolve the matter.

The City's share of the cost of this joint venture is expected to be up to \$9,250 for the first year as specified in the agreement. These funds will be included in the budget for the upcoming fiscal year. This is a new position involving multiple parties. While we are off to a great start with the hiring of Steve Schnell as the Housing Ready Program Director, this will be a learning process for all involved. We are confident to be able to work thru issues that arise and make real progress in addressing Boyne City's and the area's housing needs.

Staff Comments: None

Citizens Comments: None

Board Discussion: All are in agreement with the recommendation.

**MOTION**

2020-02-021

Moved by Page

Second by Grunch

To approve contract 2020 BC HR between the City of Boyne City and Housing North as presented for the provision of staff services for one year at a cost not to exceed \$9,250 and authorize the City Manager and City Clerk / Treasurer to take the steps necessary to execute the contract.

Ayes: 4

Nays: 0

Absent: 1, Commissioner Solomon

Motion carried

EMS Director John Lamont presented a contract for EMS coverage for all of Chandler Township beginning April 1, 2020. Using the formula of dwelling and utilization, using an annual volume of eight responses and 146 dwellings. The notice also acknowledged that our agreement to provide coverage started midnight on December 31, 2019. The cost for January, February and March of 2020 is \$3,556.55.

Staff Comments: None

Citizens Comments: None

Board Discussion: All are in agreement with the recommendation.

2020-02-022

**MOTION**

Moved by Grunch

Second by Neidhamer

To approve a contract with Chandler Township to provide EMS services.

Ayes: 4

Nays: 0

Absent: 1, Commissioner Solomon

Motion carried

**Commission March Meeting Dates**

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Consideration to approve to change the meeting times of our March meetings to noon on March 3, 2020 and 7:00 p.m. on March 17th

2020-02-023

**MOTION**

Moved by Conklin

Second by Grunch

To approve to change the meeting times of our March meetings to noon on March 3, 2020 and 7:00 p.m. on March 17th

Ayes: 4

Nays: 0

Absent: 1, Commissioner Solomon

Motion carried

**Financial Consultant Meeting**

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Consideration to schedule a meeting with our financial consultant regarding Water / Wastewater and Marina funding for Monday March 2, 2020 at 3:00 p.m.

2020-02-024

**MOTION**

Moved by Conklin

Second by Page

To schedule a meeting with our financial consultant regarding Water / Wastewater and Marina funding for Monday March 2, 2020 at 3:00 p.m.

Ayes: 4

Nays: 0  
Absent: 1, Commissioner Solomon  
Motion carried

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Commissioner Conklin inquired about further meetings regarding the Open Space.

**Good of The Order**

**ADJOURNMENT**

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Motion by Mayor Neidhamer, second by Mayor Pro-tem Grunch to adjourn the Regular City Commission meeting of Tuesday, February 25, 2020 at 12:36 p.m.

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Tom Neidhamer  
Mayor

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Cindy Grice  
Clerk / Treasurer

DRAFT

**CITY OF BOYNE CITY**

To: Michael Cain, City Manager *Mc*  
From: Tim Faas, Director of Public Works *TF*  
Date: February 25, 2020  
Subject: **N Lake St & W Michigan Ave Resurfacing Project  
Construction Engineering Consultant Recommendation**



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**BACKGROUND:**

Over the past couple of years, the City has been planning the rehabilitation of the existing pavement along N Lake Street from the City boat launch to W Michigan Avenue and then along W Michigan Avenue westerly to Boyne City-Charlevoix Road. A decision was made to mill & resurface the pavements to take advantage of the available State & Federal funding in the current fiscal year of MDOT. This treatment should extend the life of the road by 7-10 years.

MDOT has programmed \$209,907 in funds to cover a portion of the \$311,280 cost of the road project that has been awarded to Payne & Dolan. That amount may vary slightly as the project came in under the engineer's estimate. The balance of the expenses will be budgeted by the City of Boyne City in the upcoming fiscal year. A preconstruction meeting is scheduled in early April as this road project will be commence in the early spring of 2020. The proposal includes some additional time for the engineers to oversee the anticipated widening on the paved shoulders to afford more width for cyclists.

The City requested a formal proposal from C2AE, the City's civil engineering consultant, outlining the project understanding, scope and fee for the desired Construction Engineering services on the project (see attached). C2AE was the designer of this section of this road and are best qualified to perform this work. The total cost of the services is \$36,000 which would be charged to the Professional Services account #202-451-818.000 in the 2020\_2021 Major Roads Budget. Under the contract with MDOT, the City picks up the full amount of Construction Engineering expenses.

**RECOMMENDATION:**

It is my recommendation that the City Commission award a contract for the Construction Engineering services for the N Lake Street & W Michigan Avenue Project in an amount not-to-exceed \$36,000 per the proposal dated 2/25/2020. Further, I would recommend the City Manager to execute the documents.

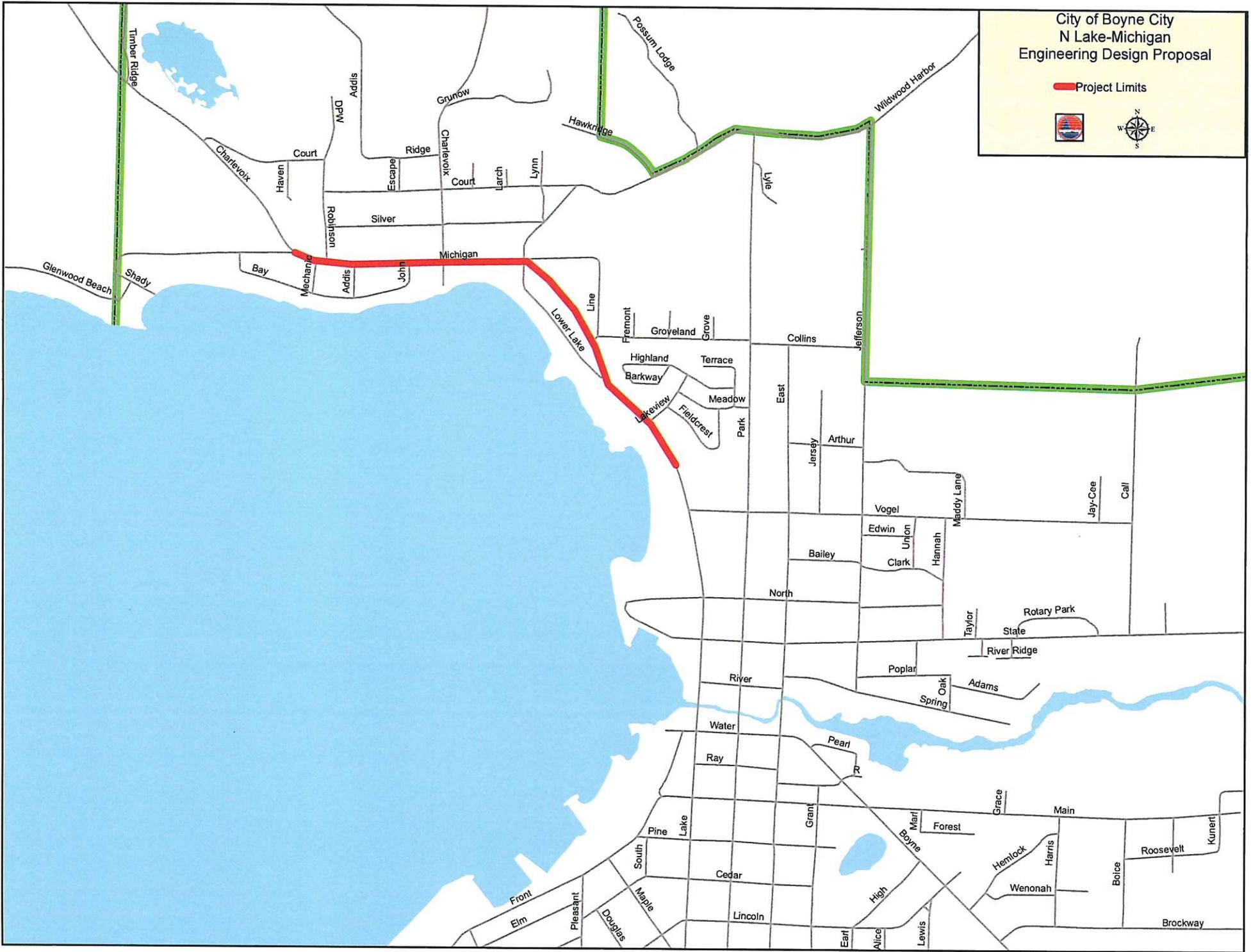
**OPTIONS:**

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

Encl: Proposal dated 2/25/2020 from C2AE  
Sketch of Project Limits

City of Boyne City  
N Lake-Michigan  
Engineering Design Proposal

Project Limits





123 W. Main St. Suite 200  
Gaylord, MI 49735  
O: 989.732.8131  
www.c2ae.com

February 25, 2020

Mr. Tim Faas  
City of Boyne City  
319 N. Lake Street  
Boyne City, MI 49712

**Re: Proposal for Professional Services: W.Michigan/N. Lake Street Mill and Resurface - Construction Engineering**

Dear Tim,

Thank you for the opportunity to provide this proposal for construction phase engineering services for the W. Michigan/N. Lake Street Mill and Resurface Project. This will be a Michigan Department of Transportation Local Agency Project.

**PROJECT UNDERSTANDING**

The N. Lake Street mill and resurface project has been designed by C2AE and included in the MDOT bid letting in December, 2019. The project limits are from the intersection of W. Michigan/Boyne City Road to just south of the City boat launch drive, a distance of approximately 4,800 feet. The as-bid construction cost for the mill and resurface project is \$311,000, not including contingencies. Payne & Dolan is the awarded Contractor.

All construction engineering services for this project will need to be completed in compliance with MDOT Local Agency Standards and utilizing MDOT software.

The mill and resurfacing of W. Michigan and N. Lake is anticipated to include the following:

- Cold milling and resurfacing of approximately 1.5 inches of the existing pavement surface approximately 30' wide (17,365 syd cold milling & 1500 tons HMA).
- HMA curb replacements in select locations.
- Sidewalk ramp upgrades at intersections to comply with current ADA standards.
- No sanitary sewer or water main improvements are included. One storm structure and less than 10 ft of storm sewer is included in the project.

C2AE has completed numerous MDOT Local Agency projects in the past, which is an important benefit to the City of Boyne City. Recent C2AE/MDOT Local Agency projects include Boyne City N. Lake Resurfacing (2019), Court Street Reconstruction, Pleasant/Division Resurfacing, Division Street Reconstruction and State Street Reconstruction, as well as current projects for the City of Gaylord and City of East Jordan. C2AE has the qualified office and field personnel with the necessary certifications, as well as the required design and construction software to complete these MDOT local agency projects.

**SCOPE**

C2AE will work closely with the City of Boyne City and Michigan Department of Transportation to provide a cost-effective and high-quality deliverable for the W. Michigan/N. Lake Street Project.

## Construction Phase Services

Provide construction phase services, including administration and on-site observation and testing, throughout project construction:

### 1. Construction Administration:

- a. Attend and conduct a preconstruction conference to review the project with the City, Contractor, Sub-contractor(s), utility companies, MDOT and other interested parties. Review project schedule. Record meeting minutes and distribute.
- b. Consult with City during construction.
- c. Prepare modifications and supplementary sketches required to resolve actual field conditions encountered.
- d. Review product and material certifications. Maintain status of tested materials information.
- e. Issue instructions from the City to the contractor; issue necessary interpretations and clarifications of contract documents; and prepare-required change orders.
- f. Prepare biweekly pay estimates.
- g. Attend monthly (or more frequent) progress meetings.
- h. Attend final project inspection with the City and Contractor representatives. Prepare final punch list for project completion.
- i. All construction documentation will be performed utilizing the current version of FieldManager software.
- j. Accept, review and maintain Contractor submitted Certified Payrolls in accordance with MDOT requirements. Perform wage rate interviews per MDOT requirements.

### 2. Construction Observation and Testing:

- a. Provide on-site observation services based upon the type of construction work in progress (to monitor compliance with plans, specifications and all other contract documents). Provide appropriate reports to the City. All IDR's will be prepared using FieldBook software, per MDOT requirements.
- b. Provide survey layout of lines and grades as required to complete construction.
- c. Provide field material density testing services for backfill, subgrade, base course and hot mix asphalt courses.
- d. Provide laboratory testing services for aggregate, concrete and hot mix asphalt.





Sincerely,  
C2AE

A handwritten signature in black ink that reads 'Larry Fox'.

Larry Fox, PE  
Project Manager

Accepted by:

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Client

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Date

LMF/jll

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

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

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

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

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

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

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

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

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

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

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

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



SERVING NORTHERN MICHIGAN SINCE 1977

**WOMEN'S RESOURCE CENTER  
OF NORTHERN MICHIGAN, INC.**

February 17, 2020

The Honorable Tom Neidhamer  
Mayor of the City of Boyne City  
319 N Lake St,  
Boyne City, MI 49712

Dear Mayor Neidhamer:

Sexual violence is a serious problem that can have lasting, harmful effects on survivors and their family, friends, and communities. We also know that our beautiful northern Michigan communities are not immune to this issue. We are asking you to proclaim April as **Sexual Assault Awareness Month** in your community to help address the deep-seated attitudes and behaviors that contribute to this violence. For positive change to occur, it will take a combination of awareness and action. By proclaiming April as Sexual Assault Awareness Month in your community, you are doing just that!

All community members deserve the right to live free of sexual assault and free of the fear of this type of violence. We urge you to consider proclaiming April as **Sexual Assault Awareness Month** in 2020 and every year, thereafter, until enough people become aware of it and choose to raise their voices to say, NO More!

You have the power to create lasting change in your community. One way is to join the nation, the State of Michigan and communities large and small in declaring **April as Sexual Assault Awareness Month**. We thank Bellaire, Charlevoix, Gaylord and Petoskey for their years of support in making this declaration for their communities. A sample proclamation is enclosed for your consideration. Please contact us if you would like additional information about the issue of sexual violence, or our organization's efforts to prevent it.

Please let us know if you decide to take action and issue this important proclamation.

Sincerely,

Chris Krajewski  
Domestic Abuse and Sexual Assault Program Director  
chris@wrcnm.org  
(231) 347-1572

Megan King  
Violence Prevention Coordinator  
mking@wrcnm.org  
(231) 347-1572

cc: Michael Cain, City Manager of Boyne City

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# PROCLAMATION

## **SEXUAL ASSAULT AWARENESS MONTH ~ APRIL 2020**

**WHEREAS**, sexual assault affects women, children and men of all racial, cultural and economic backgrounds; and

**WHEREAS**, in addition to the immediate physical and emotional costs, sexual assault may also have associated consequences of post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders and suicide; and

**WHEREAS**, sexual assault can be devastating for not only the survivor, but also for the family and friends of the survivor; and

**WHEREAS**, no one person, organization, agency or community can eliminate sexual assault on their own, but we can work together to educate our entire population about what can be done to prevent sexual assault, support victims/survivors and their significant others and increase support for agencies providing services to victims/survivors; and

**WHEREAS**, Sexual Assault Awareness Month provides an excellent opportunity for citizens to learn more about preventing sexual violence before it can start and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to sexual assault survivors; and

**WHEREAS**, The City of Boyne City strongly supports the efforts of national, state, and local partners, and of every citizen, to actively engage in public and private efforts to prevent sexual violence. It's time for all of us to start conversations, take appropriate action and support one another to create a safer environment for all.

***NOW, THEREFORE BE IT RESOLVED***, that I, Tom Neidhamer, Mayor of the City of Boyne City, support efforts to eliminate sexual assault and hereby declare April 2020 to be in our city

### ***Sexual Assault Awareness Month***

Dated this 1st day of April, 2020.

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Mayor Tom Neidhamer  
City of Boyne City



# COVID-19

## Interim Guidance for Schools, Businesses, and Non-Profits

Agenda Item 5B

updated February 27, 2020

This interim guidance is based on what is currently known about the Coronavirus Disease 2019 (COVID-19). Information will be updated as it becomes available.

### **HEALTH DEPARTMENT OF NORTHWEST MICHIGAN RESPONSE: WHAT ARE WE DOING?**

- Participating on calls with Michigan Department of Health and Human Services (MDHHS) and Centers for Disease Control and Prevention (CDC)
- Monitoring all individuals based on risk exposure [CDC guidance](#)
- Maintaining communication with local medical providers to provide up to date information

## **PREVENT THE SPREAD**

### **PERFORM ROUTINE ENVIRONMENTAL CLEANING**

- No additional disinfection beyond routine cleaning is recommended at this time
- Employers are recommended to provide disposable wipes so that commonly used surfaces (doorknobs, keyboards, remote controls, desks, etc.) can be wiped down by employees before each use
- Schedule routine cleaning for all frequently touched surfaces. Use the cleaning agents you normally use for these areas and follow the directions on the label

### **WHAT SHOULD I BE DOING TO PROTECT MYSELF?**

- Avoid close contact with people who are sick
- Avoid touching your eyes, nose, and mouth
- Stay home when you are sick
- Cover your cough or sneeze
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe
- Regularly wash hands with soap and water for at least 20 seconds
- If soap and water is not available, use an alcohol based hand sanitizer that contains at least 60-95% alcohol



## **WHAT PERSONAL PROTECTIVE EQUIPMENT (PPE) SHOULD I USE?**

- Currently, the CDC does not recommend that people who are well wear a facemask to protect themselves from respiratory diseases, including COVID-19.
  - Facemasks should be used by people who show symptoms of COVID-19 to help prevent the spread of the disease to others. Health workers and people who are taking care of someone in close settings should also consider facemask use.
- There is no specific OSHA standard covering COVID-19. However, some [OSHA requirements](#) may apply to preventing occupational exposure to COVID-19.

## **PLANNING**

### **TRAVEL**

- Evaluate CDC travel guidance prior to travel

## **RESOURCES**

- [CDC/COVID-19](#)
- [Occupational Health and Safety Administration](#)
- [MDHHS](#)



## Coronavirus disease 2019 Q&A

### **What is coronavirus disease 2019 (COVID-19)?**

COVID-19 is caused by a new respiratory virus. In December 2019, the virus began circulating in humans. Health experts are concerned because little is known about this new virus and it has the potential to cause severe illness and pneumonia.

### **What are the symptoms of COVID-19?**

Symptoms may appear in as few as two days or as long as 14 days after exposure to the virus. They include:

- Fever
- Cough
- Shortness of Breath

Reported illnesses have ranged from mild symptoms to severe illness and death.

### **How does COVID-19 spread?**

Health experts are still learning about how this new coronavirus spreads. Other coronaviruses spread from an infected person to others through:

- The air by coughing and sneezing.
- Close personal contact, such as touching or shaking hands.
- Touching an object or surface with the virus on it, then touching your mouth, nose or eyes.
- In rare cases, contact with feces (poop).

### **How can I protect myself from getting COVID-19?**

If you are traveling overseas follow the CDC's guidance at [cdc.gov/travel](https://www.cdc.gov/travel).

There are steps you can take to prevent spread of flu and the common cold that will also help prevent coronavirus disease, including:

- Wash your hands with soap and water
- Avoid touching your eyes, nose or mouth with unwashed hands.
- Cover your mouth and nose with a tissue or upper sleeve when coughing or sneezing.
- Avoid contact with people who are sick.
- Stay home if you are sick and contact your healthcare provider.

Right now, there are no additional precautions recommended for the general public in the United States.

### **Are there any cases of COVID-19 in Michigan?**

At this time, there are no confirmed cases of COVID-19 in Michigan. Information about the number of persons under investigation (PUIs) and specimens tested is updated daily at [Michigan.gov/coronavirus](https://www.michigan.gov/coronavirus). Also available are the total number of people who may have been exposed to the virus who are referred to local public health for monitoring or assessment.



### **What does it mean if someone is being monitored for COVID-19?**

Public health monitors the health of people who could have been exposed to the virus.

MDHHS is receiving daily referrals about travelers from the CDC airport quarantine stations. Once MDHHS receives the referral, the information is provided to the local health department in the jurisdiction where the traveler resides. Local health department staff contact the individual, assess their risk and supervise daily for health monitoring (temperature, cough, difficulty breathing) for 14 days after their last day of exposure.

There is information summarizing the number of individuals referred to Michigan's public health network for monitoring or assessment available at [Michigan.gov/coronavirus](https://www.michigan.gov/coronavirus).

### **Has anyone been quarantined?**

To date, we have not placed anyone in a quarantine facility because the screening process has not identified any individuals as being at "high risk" of infection.

### **Where is or are the quarantine facilities?**

At this time we are not releasing the locations of quarantine facilities due to individual privacy.

### **What determines if someone is tested for coronavirus?**

The Centers for Disease Control and Prevention (CDC) has created the following criteria for testing. Currently, that evaluation includes:

1. Fever **or** lower respiratory illness (cough or shortness of breath) **AND** any person, including health care workers, who has had close contact with a laboratory-confirmed COVID-19 patient within 14 days of symptom onset.
2. Fever **and** lower respiratory illness (cough or shortness of breath) requiring hospitalization **AND** a history of travel from affected geographic areas (China, Iran, Italy, Japan and South Korea) within 14 days of symptom onset.
3. Fever with severe acute lower respiratory illness (pneumonia, ARDS) requiring hospitalization and without alternative explanatory diagnosis (e.g., influenza) **AND** no source of exposure has been identified

This definition will change as we understand more about COVID-19.

### **Can my healthcare provider test for coronavirus disease 2019?**

Healthcare providers collect the specimen to be tested should an individual meet the testing criteria. The CDC has tested samples from Michigan (all were negative). As of Feb. 27, the Michigan Department of Health and Human Services (MDHHS) Bureau of Laboratories can also perform the test.

### **What is Michigan doing to prevent coronavirus disease 2019 spread in the state?**

MDHHS began working with local health departments, healthcare coalitions, hospital and healthcare partners when the novel coronavirus outbreak began in Wuhan, China. Initial focus was working with federal partners to ensure that Michigan's public health system could support traveler screening and monitoring to limit the entry of coronavirus cases into the U.S.

Hospitals and healthcare partners were also engaged to establish screening procedures for any patients presenting for care with a travel history and symptoms that could be indicative of a



possible coronavirus case. These activities have mirrored much of the public health response to recent Ebola outbreaks.

While MDHHS was implementing those activities, there has been considerable effort put into planning for the next phase of this outbreak which would include community mitigation.

On Feb. 28, Gov. Gretchen Whitmer activated the State Emergency Operations Center to help coordinate the state's response.

### **What is community mitigation?**

Community mitigation activities are routinely utilized on a small scale by public health when responding to outbreaks. This may be a public health response to a chicken pox outbreak in a school or school district, or visitor restrictions in hospitals during flu season.

Community mitigation uses a variety of non-pharmaceutical interventions (NPIs) to limit the spread of the virus.

**Personal NPIs** are everyday preventive actions, such as staying home when you're sick, covering coughs and sneezes and washing your hands. These actions can help keep yourself and others from getting and spreading respiratory illnesses like the flu.

**Community NPIs** are policies and strategies such as school closures and dismissals, postponing social gatherings and social distancing (telecommuting). Organizations and communities can put these strategies into place to help slow the spread of illness during an infectious disease outbreak.

**Environmental NPIs** include routine surface cleaning that helps to eliminate the virus from frequently touched surfaces and objects, such as toys, refrigerator handles, desks, and doorknobs in homes, childcare facilities, schools, workplaces, and other settings where people regularly gather.

In weekly, routine calls with local health departments and healthcare partners, MDHHS has been working to transition our preparedness and response toward community mitigation. MDHHS staff and administration will continue to work with our state partners to implement community mitigation strategies in response to the coronavirus disease 2019 outbreak as needed. This is a similar approach as was taken in 2009 in response to the Pandemic Influenza H1N1.

### **Coronavirus Disease 2019 Information Updates:**

Centers for Disease Control and Prevention: [cdc.gov/coronavirus](https://cdc.gov/coronavirus)  
Michigan Department of Health and Human Services: [michigan.gov/coronavirus](https://michigan.gov/coronavirus)



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

Meeting of  
February 6, 2020

MINUTES OF THE BOYNE CITY MAIN STREET BOARD REGULAR MEETING  
HELD ON THURSDAY, FEBRUARY 6, 2020 at 8:30 AM CITY HALL, 319 NORTH  
LAKE STREET

**Call to Order**

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

**Roll Call**

Present: Jodie Adams, Anna Burkhart, Michael Cain, Michelle Cortright, Patti Gabos, Robert Grove, Patrick Little and Rob Swartz

Absent: Becky Harris

**Meeting Attendance**

City Staff: Recording Secretary Jane Halstead, Assistant Planning Director Patrick Kilkenny, Main Street Assistant Ingrid Day

Public: None

**Excused Absences  
MOTION**

**Cain moved, Cortright seconded, PASSED UNANIMOUSLY** to excuse Becky Harris.

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**Board Member  
Installment**

Anna Burkhart was sworn in as a member of the Boyne City Main Street Board.

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**Appointment of  
Chair and Vice-  
Chair  
MOTION**

**Cortright moved, Cain seconded, PASSED UNANIMOUSLY**, to appoint Rob Swartz as Main Street Board Chair and Patti Gabos as the Main Street Board Vice-Chair.

---

**Approval of  
Minutes  
MOTION**

**Adams moved, Gabos seconded**, to approve the January 2, 2020 minutes as presented.

**Cortright moved, Adams seconded**, to approve the January 7, 2020 minutes as presented.

**Adams moved, Gabos seconded**, to approve the January 21, 2020 minutes as presented.

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**Hearing Citizens  
Present**

None.

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None.

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**Correspondence**

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**Committee Reports**

**Organization Committee**

Minutes received and filed. The volunteer recruitment event (Jambo) was a success. Boyne Thunder has 32 sponsors thus far. Farmer’s Market Director Jordan Peck is attending training to get Marketing Manager certification. Contact will be made with Mac McClelland to begin work on the TIF renewal.

**Promotions/Marketing Committee**

Minutes received and filed. Chocolate Covered Boyne is the next big event.

**Design Committee**

Minutes received and filed. The façade of 108 Water Street was discussed. The budget and future projects were discussed.

**Economic Vitality/Team Boyne**

Minutes received and filed. The purpose and structure of the Economic Vitality/Team Boyne committee and how to re-energize the group was discussed.

**Farmers Market Committee**

Minutes received and filed. Committee appointments were discussed as was the market dates and locations for the upcoming season.

**Director’s Report**

Received and filed.

None.

**Unfinished Business**

**Team Boyne**

**Team Boyne**

Consideration to create an Economic Vitality Committee, with Team Boyne as a subcommittee.  
The Board discussed the Economic Vitality Committee/Team Boyne. A small committee will be formed to determine what the roles of each committee should be and what their tasks and goals are.

**MOTION**

**Cain moved, Cortright seconded, PASSED UNANIMOUSLY** to create an Economic Vitality Committee, with Team Boyne as a subcommittee.

**New Business**

**Committee Chair Appointments**

**Committee Chair Appointments**

Consideration to appoint the following chairs to the corresponding committees for a period of 1 year: Michelle Cortright- Organization, Sally Vandomelen - Marketing, Adam Graef - Design.

**MOTION**

**Cain moved, Adams seconded, PASSED UNANIMOUSLY** to approve the appointment of the following chairs to the corresponding committees for a period of 1 year: Michelle Cortright- Organization, Sally Vandomelen - Marketing, Adam Graef - Design.

**Farmers Market Committee Appointments**

Consideration to re-appoint Judi Silverman and Mary Brower to the Famers Market Committee for a 3 year term expiring January 2023.

## MOTION

**Cain moved, Gabos seconded, PASSED UNANIMOUSLY** to re-appoint Judi Silverman and Mary Brower to the Famers Market Committee for a 3 year term expiring January 2023.

### Michigan Main Street Technical Services

Consideration to decline technical services from Michigan Main Street in 2020, as recommended by Organization Committee.

Michigan Main Street has proposed two possible technical services for 2020 including Downtown Futures Service and Entrepreneurial Ecosystem Service. The Organization Committee has recommended the services be declined. The Board discussed whether Michigan Main Street would instead provide assistance in another capacity such as with our TIF renewal.

### Financial Report Review

The Financial Report was received and filed.

---

## Good Of The Order

- Welcome to Anna Burkhart and Robert Grove as new members of the Main Street Board.
- Michigan Main Street has provided us with our impact report.
- Boyne City has been named as a semi-finalist for the GAMSA.
- The Pavilion project is moving along well. The cupolas on the new roof sections will be copper to match the lighthouse.
- Michele Hewitt, Deputy Treasurer, will be retiring in March. The City has hired the financial Director from Cheboygan County, James Manko, to fill her position.
- The new Housing Director will be announced soon.
- Patrick Little shared that the Senior Center and the Early Learners program are partnering and doing yoga together.
- THE BCPS bond proposal will be on the ballot in May.
- Progress on the Dillworth renovation continues. There are 5 to 6 people working on the structure. Steel supports are being added to the building.
- Patti Gabos suggested we take the impact statement and make it interactive.
- The Jambo was a good event.
- Main Street name tags were given to the board members.

## Adjournment MOTION

**Cain moved, Cortright seconded, PASSED UNANIMOUSLY** to adjourn the February 6, 2020 meeting of the Boyne City Main Street Board at 9:48 a.m.

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Jane Halstead, Recording Secretary



Approved:

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**Meeting of  
February 13, 2020**

RECORD OF THE PROCEEDINGS OF THE **REGULAR BOYNE CITY PARKS AND RECREATION COMMISSION MEETING** HELD AT 5:00 P.M. AT CITY HALL ON THURSDAY, FEBRUARY 13, 2020.

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**Call to Order**

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

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**Roll Call**

Present: Mike Sheean, Tom Smith, Heather Huffstutler, Greg Vadnais, Lisa Alexander, and Hugh Conklin

**Meeting Attendance**

Absent: Sterling and Weick

City Staff: city manager Michael Cain, DPW director Tim Faas and recording secretary Barb Brooks

Public Present: four (4)

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**Excused Absences  
\*\*MOTION**

**Alexander moved, Conklin seconded, PASSED UNANIMOUSLY** to excuse the absence(s) of Sterling and Weick

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

**Conklin moved, Smith seconded, PASSED UNANIMOUSLY** a motion approving the January 9, 2020 minutes as corrected (corrections were on who made / seconded the motions for approving minutes and absences)

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

Don Lockman shared input and had questions regarding some of the components of the Recreation Master Plan such as the marina expansion, the baseball fields and limited access to fishing from shore. He also added that the City should consider placing some "Thin Ice" signs around the marina where it is bubbled. His main message was to keep the locals in mind, especially the kids, when considering plans for our parks and recreation. They should come first. Lockman had 3 pages of notes that he provided the board over these concerns and a few others (attached to these minutes).

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**Director's Report**

Faas provided a written report.

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**Correspondence**

None

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

**Park Inspection Reports** – None

**User Groups** – Alexander had questions for staff regarding the status of the some of the projects for the baseball & softball fields and broached the idea of charging fees for the use of our various fields. Faas provided answers for all of the questions and said he would investigate what other communities charge and what a fee structure might look like.

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**Unfinished Business**

None

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**New Business**

**Waterworks Park  
Conceptual Plan**

Faas reviewed with the board a concept that was introduced by commissioner Conklin regarding Waterworks Park. Faas stated that he has reviewed the concept giving consideration to the road that is being proposed as a new entrance to Avalanche and it appears it is compatible. Conklin added that he did not want the focus to turn towards possible improvements to the road that may or may not ever get built. The concept is about a creating accessible walkways to the pavilion and around the park. He pursued the plan so the next time there is potential funding opportunities for a small project, this would be ready to go.

**Capital Project Plan  
Review**

Faas went over the Capital Projects Plan that was included in the agenda packet with the board. Board feedback was to make smaller improvements to the Rivermouth Restrooms if it is not going to be totally remodeled this year and adding the Waterworks proposed improvements to the Plan. **Alexander moved, Huffstutler seconded, PASSED UNANIMOUSLY** to add improvements for walkways and landscaping at Waterworks Park to the Capital Projects Plan.

---

**Adjournment**

The February 13, 2020 regular meeting of the Parks and Recreation Board was adjourned at 5:45 p.m.

All board members present went to the City Commission Chambers to review the proposed plans for the Open Space and base of Avalanche presented by Tim Knutsen of Becket & Raeder

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Barb Brooks, Recording Secretary

## Parks and Recreation Meeting Feb. 22, 2020

Don Lockman, 226 North Street, Boyne City – Lifelong B.C. resident – 18 Years on B.C. Parks and Rec, - 9-10 years as chairman.

First, I would like to congratulate you on the document on our Boyne City park system. It is both impressive and comprehensive. However, there are a few things that bother me contained within it. I would like to address two of these.

When it talks about the Boyne City Little League, it states that it is headquartered at Rotary Park. It mentions that the field on the water is used for tournaments. I wonder if this was done on purpose to fit the rumor around town that the city wants to move the Little League field on the lake. It could then be used for other purposes.

With the doubling of the size of the marina + and the construction of a three story, block long apartment building with retail stores across from Veteran's Park, much parking will be needed. I do not want to see The Little League field become a parking lot.

A year ago in January, I asked the Planning Commission, at their meeting, if the Little League field would be taken out. They assured me that that would never happen because of the flack they would get from the locals. I asked how many parking spots would be needed when the marina expansion is done. They did not know how many would be required.

There is much history involving the Little League field. Basically, a wetland was filled in from the lakeside now, to the back of the new city hall .My dad donated thousands of yards of fill sand from his pit He was one of the locals who built first Litzenger field and then the present field on the lake. He was the President of the League for the first fifteen years. Names like Boutilier, Becker, Grimm. Bates and Laurie do not mean anything to new people in town. They were just some of the men who built the fields. Those locals in their late sixties are watching their grandkids and great- grandkids play on the same field they played on. They have posted several pictures on Facebook of early teams and some of the early "stars"

have commented back and forth. I remember my dad saying that the Little League had a ninety- nine year lease from the city to use the field.

The second thing that bothered me about the report is that there was very little mention of fishing at the lakefront. Most of the places that kids and adults without a boat have fished are gone or soon will be gone.

Part of this is the allowing of erosion control plants to be put in from Café Sante all the way to the mouth of the river. There are several signs advertising the nurseries that put in the plots. **Twelve inches** was left between the plants and the cement wall behind the rocks. This area was previously used for salmon fishing in the fall and steelhead fishing in the spring. Many families would bring lawn chairs to fish here—no more!

Going north is the so-called “shoppers” dock. I was on the Parks & Rec Commission, as it was called at the time, when the city went into an agreement with a now defunct boat tour company. The company put in the first dock with the idea that people could fish on the side toward the river mouth and off the end when the tour boat was gone. Boats were allowed to tie up on the north side of the “**fishing pier**” as it was designated. Then a couple of years ago, the city took down the “no boats” sign at the end of the dock and installed cleats to tie to.....**this needs to be changed back the way it was.**

To me it is worth far more to have our town kids fish off the best place on the dock than to have 2-3 boaters park and buy fudge or ice cream cones downtown. Put our kids first.

When the rest of the new marina docks are put in, the rest of the fishing area will be lost from the harbor masters office to the point behind the Little League field. There are plans to moor sailboats all the way to the end of that point. Many locals and visitors use this area for fishing. At least moor the sailboats out far enough to still allow fishing. I worked thirty four summers as a State Park Officer at Young State Park. I have personally sent hundreds of families down to fish this area.

There is a **liability situation** at the area north of the new docks now. There should be signs put up warning of thin ice created by the bubblers at the most northern dock. Access to the lake in the winter will be gone when the new docks are put in. Boyne City was known internationally for its city on ice (Smeltania) and now lake access in the winter will be impossible.

I have always thought that our parks should be managed for the local people's interest first----then the visitors. Your report states that the city's cost for doubling + the size of the docks will be at least one million dollars. Spending that much money for something that will benefit 50-60 boaters should be put to the vote of the taxpayers of Boyne City. There are places where money is needed to solve local problems. For example, many residents on the north side of town, such as the Vogel Street, Jefferson Street and Hanna Street areas have constant problems with water in their basements. Maybe some infrastructure changes could help with their situations. I met one lady who has a back- up sump pump to a back- up sump pump to her main pump to avoid damage to her house. I met another couple who had just spent sixteen thousand dollars to water proof their basement on Hanna Street. Another idea that needs attention is the extension of sewer and water to homes in the city. There is a perception ( right or wrong) in town that most things are done to attract visitors to town for business reasons.

In conclusion, please work to protect and improve the Little League Park on the lake and please address the lakefront fishing issues.

Thank you,

Don Lockman

**Approved:**

**Meeting of  
February 17, 2020**

Record of the proceedings of the Boyne City Planning Commission meeting held at Boyne City Hall, 319 North Lake Street, on Monday February 17, 2020 at 5:00 pm.

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**Call to Order**

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

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**Roll Call**

Present: Larry Chute, Skylar MacNaughton, Nichole Moblo, Tom Neidhamer, Aaron Place and Jeff Ross  
Absent: Monica Kroondyk, Rose Newton  
Vacancy: One

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**Excused Absences  
Motion**

**2020-2-17-2**  
**Neidhamer moved, Ross seconded, PASSED UNANIMOUSLY**, to excuse the absences of Kroondyk and Newton

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**Meeting Attendance**

City Officials/Staff: Planning and Zoning Director Scott McPherson, Mayor Pro Tem Ron Grunch and Recording Secretary Pat Haver  
Public Present: Three

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**Consent Agenda  
Motion**

**2020-2-17-3**  
**Ross moved, Chute seconded PASSED UNANIMOUSLY**, a motion to approve the consent agenda, the Planning Commission minutes from January 20, 2020 as presented, with the typographical error corrected.

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**Citizen comments on  
Non-Agenda Items**

None

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

Planning Director McPherson reported that the Marijuana Taskforce has met and set the next meeting for Monday, February 24, 2020 at 5:30 pm to continue discussion, they hope to update the City Commission in February and set a date for public engagement sessions.

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**Unfinished Business**

None

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**New Business**

**Great Lakes Connection  
301 Air Industrial  
Drive Development  
Plan Review**

Planning Director Scott McPherson reviewed his staff report included in the agenda packet. The request is for a 60 ft. x 90 ft. addition on the west side of the current building, after removal of the existing 1,000 sq. ft. addition, and is proposed for cold storage. This proposed use is a principal allowed use, the site plan is in compliance with all ordinance requirements, in regards to placement, size, height, building materials and lot coverage. The existing driveway layout and site drainage will not be impacted nor anticipated to increase, and the existing parking currently exceeds ordinance standards, with no additional parking demands proposed. The new structure will match the existing building.

**Steve Drake Chief Financial Officer for Great Lakes Energy** – The structure will be used for storage of construction materials for various projects that we have anticipated for the next few years in the immediate area, and then surrounding areas, so will be used long term.

**Jay Wangeman – Colwell Wangeman Construction, LLC** – Reviewed the proposed plan and layout with the board. The fence will remain at the property line.

**Chute** – Is Great Lakes Connections a subsidiary to Great Lakes Energy?

**Drake** – Great Lakes Connections is 100% fiber optics subsidiary of Great Lakes Energy.

**Motion**

**Place** – closed public comment and facilitated the board’s review of Section 19.40 Development Plan Approval Criteria. After board review, **motion by Chute, seconded by Moblo** to approve the Great Lakes Energy/Great Lakes Connection building addition as per the Findings of Fact and as presented.

Roll Call:

**2020-2-17 7A**

Ayes: Chute, MacNaughton, Moblo, Neidhamer, Place and Ross

Nays: None

Absent: Kroondyk and Newton

Abstain: None

Vacancy: One

Motion Carries

**2020 – 2025 Capital Improvement Plan Review**

Planning Director McPherson facilitated review of the CIP Plan included in the agenda packet. This plan has more focus on Capital Improvements and not so much on maintenance; making the report more concise and complete. Chute had questions about how the road projects were determined. This is done by the PASER ratings report, grants or other funding methods, and the amount of traffic. It can be a balancing act between the size and scope and the amount of funding available. Moblo asked about the duplication of vehicle replacement from different years. At different stages, vehicles are replaced due to wear and tear; for example the squad cars are replaced at approximately 100,000 miles, the Water Wastewater and DPW work trucks and plow trucks with equipment as needed. Duplication of squad car numbers from various years, is that anticipated replacement timing or possible incorrect reported numbers? Staff will verify the duplication of vehicle numbers in the report with the respective department heads. Sidewalks are assessed and updated annually for replacement. It would be nice to have continuous sidewalks, and not ones that go nowhere. Road maintenance is done by various methods based on assessments, such as crack and fill, slurry seal, mill and fill and determined on the funding available. Stripping of streets is done annually and again based on available funds. Ross had questions about possible marina maintenance and having to change out electrical boxes due to the elevated lake levels. Staff was not aware of any problems, but questions should be directed to Barb Brooks the Harbor Master.

**Motion**

After board discussion, **motion by Ross, seconded by Moblo**, to recommend to the City Commission the adoption of the 2020 – 2025 Capital Improvement Plan as presented after review of possible vehicle duplications in the report by staff and various department heads.

Roll Call:

**2020-2-17 7B**

Ayes: Chute, MacNaughton, Moblo, Neidhamer, Place and Ross

Nays: None

Absent: Kroondyk and Newton

Abstain: None

Vacancy: One

Motion Carries

**2019 Planning and Zoning Report**

Planning Director McPherson reviewed the report in the agenda packet. It is a comprehensive reporting of the department’s activities for the previous year. Questions were asked about the status of the vacation of Balsam Place? McPherson – we are still waiting for updated parcel descriptions and signed easements. MDEQ has some concerns about prior contamination of the Lakeview Village proposed building sites along Lake Street, so at this point, nothing will be built there, however, Phase I of the

project will begin with the expansion of sites along Park St. We have seen some activity on the Macksey property with tax payoffs, so it may have been sold. The previous zoning will stay with the property. Chair Place asked for a refresher on the exact zoning that is attached to the land. McPherson indicated that whatever new plans are developed, they will come before this board, and a refresher will be done at that time. The 12 new residential buildings is impressive, in years past it has only been 5 or 6; the boost of 7 million in SEV should give the city a bump in the income/revenue totals, but the increase is limited by the Headlee Amendment; which keeps taxes from increasing more than the rate of inflation. Neidhamer expressed his appreciation for the review and what the department and commission has been up to these past 12 months.

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**Staff Report**

- The next Housing Solutions meeting has been set for Monday, February 24<sup>th</sup> at 1 pm. It will be a joint meeting with Charlevoix, East Jordan and the Boyne City housing groups. Sara Lucas from Traverse City will be on hand to answer any questions. All are welcome to attend.

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**Good of the Order**

- Place received the MAP bulletin and indicated that there was a good article on parking. Several other members had received the bulletin also, however, Moblo has not, staff will check into the updated list.
- Moblo asked what the webinar times and dates were, staff will get that information and email it to all of the board members.

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

The next regular meeting of the Boyne City Planning Commission is scheduled for Monday, March 16, 2020 at 5:00 p.m.

**2020-2-17-10**

**Neidhamer moved, MacNaughton seconded, PASSED UNANIMOUSLY** a motion to adjourn the February 17, 2020 meeting at 5:42 pm

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Chair Aaron Place

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Recording Secretary Pat Haver



# 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: Kevin Spate, Chief of Police

Date: 2/26/2020

RE: Assistant Chief Promotion

It is my pleasure to present to you that I will be promoting Dan Mercer to the position of Assistant Chief. Dan has been a member of the department for thirteen years. He has completed numerous fist line supervision classes very successfully. Dan's attention to detail and organizational skills will be a great compliment to the leadership of our department.

This promotion will be affective March 1<sup>st</sup> 2020. I would like to have an official swearing in at the city commission meeting on March 3<sup>rd</sup> 2020.



# City of Boyne City

## EMS

# MEMO

Date: February 28, 2020

To: Michael Cain, City Manager *Mc*

From: John M Lamont, EMS Director *JML*  
 Dennis Amesbury, Fir Chief *DA*  
 Kevin Spate, Chief of Police *KS*

Subject: 800 Membership Agreement

For your review and action is an Agreement with Michigan's Public Communication System (MPSC) for our City to become an active Member in the implementation of the 800 radio system throughout our coverage area. This Agreement covers our Police, Fire, and EMS Departments.

Our current communication systems relies on VHF radio frequencies for vehicle and staff to communicate with the 911 service center, CCE (Charlevoix, Cheboygan Emmet counties) during activation of an emergency. By FCC regulations this current system is compromised by continued band width compaction. Two years ago the three Counties voted in a millage to join the State system through implementation of towers, mobile base radios, hand held radios and pagers. This equipment is being provided to the Member agencies (Police, Fire EMS). As a Member we are agreeing to maintain the equipment, train the user groups, and replace any lost or critically damaged equipment. Each Department has been working with CCE to establish their equipment needs and to have staff trained.

It is my recommendation that the City Council authorize the City Manager to sign the Agreement.

### Options:

- A. Authorize the City Manager to sign the agreement as presented.
- B. Modify the proposed Agreement.
- C. Table the Agreement for further discussion.
- D. Reject the agreement as presented.



Michigan's Public Safety Communications System (MPSCS)  
Michigan Department of Information Technology  
7150 Harris Drive  
P.O. Box 30631  
Lansing, Michigan 48909

Phone: (517) 284-4100

Fax: (517) 284-4066

Web: [www.michigan.gov/mpscs](http://www.michigan.gov/mpscs)

## MICHIGAN'S PUBLIC SAFETY COMMUNICATIONS SYSTEM (MPSCS) MEMBER SUBSCRIBER AGREEMENT

This Michigan's Public Safety Communications System Member Subscriber Agreement is between City of Boyne City EMS Dept

whose address is 319 N Lake St, Boyne City MI 49712

(Member), and the State of Michigan, Department of Technology, Management and Budget (DTMB), for the Michigan's Public Safety Communications System, whose address is Michigan's Public Safety Communications System (MPSCS or System), 7150 Harris Drive, P.O. Box 30631, Lansing, Michigan 48909-8131, for membership in the Michigan's Public Safety Communications System.

### I. DEFINITIONS

- A. **Agreement**—means this MPSCS Member Subscriber Agreement between the MPSCS, and the Member, setting forth the MPSCS services provided to the Member and the terms and conditions under which the services are provided and, includes its exhibits, attachments, and any renewals or amendments.
- B. **Disaster**—means any unplanned interruption of MPSCS operations, which materially affects the System's ability to provide communication services to MPSCS Members.
- C. **Data**—means any MPSCS Data Service offering.
- D. **Department of Technology, Management and Budget (DTMB)**—means the principal department of State government created as the Department of Management and Budget under Section 121 of The Management and Budget Act, 1984 PA 431, MCL 18.1121, and renamed under Executive Order 2009-55, MCL 18.441, and any successor.
- E. **Emergency Alert**—means the System feature, which allows eligible MPSCS Members to transmit emergency alerts.
- F. **Exhibits:**
  - 1. Exhibit A – Member's liaison officer, billing contact for member fee payment, and agencies primary dispatch center contact information.
- G. **Good Standing**— means the Member is in compliance with the MPSCS Member Subscriber Agreement's member obligations.
- H. **Michigan's Public Safety Communications System (MPSCS or System)**—means the Michigan's Public Safety Communications System, established under 1929 PA 152 for

public safety communications; and includes all the real and personal property, towers, equipment shelters, equipment and other related facilities and fixtures necessary for the operation and maintenance of the System and its management within DTMB.

- I. **MPSCS Member (Member)**—means a public safety agency, including but not limited to, a government agency (State or local), its authorized employees, personnel (paid or volunteer), approved service providers and Member sponsored participants in an emergency response plan and their approved service providers, operating under a currently sanctioned government plan, using the System to implement the plan.
- J. **Network Communications Center (NCC)**—means the MPSCS operation and Communications center, which manages the technical operation of the System on a 24/7 basis.
- K. **Radio Equipment (Radio)**—means the Member's voice and data communications equipment, including control stations, consolettes, base stations, mobile or portable radios, or any other data or radio frequency interface, which has a unique MPSCS identification number.
- L. **Radio Programming Unit (RPU)**—means the MPSCS unit responsible for assignment of identification numbers; Template programming and reprogramming; all database (fleetmapping) maintenance; and assignment of Talkgroups.
- M. **Service Provider**—means the entity under contract with the Member to service and maintain Member's Radios.
- N. **State of Michigan**—means the owner of MPSCS.
- O. **System Management**—means the MPSCS's responsibilities in the administration of MPSCS operations and selection of the MPSCS services provided under this Agreement including, upgrades and enhancements.
- P. **Talkgroup**—means a configurable, pre-programmed, voice pathway in the System by which properly programmed Radios can communicate with each other.
  - 1. **Non-Proprietary Talkgroup**—means a Talkgroup established by the MPSCS for the benefit and good of several Members. The MPSCS administration grants access to these talkgroups by proper request and with demonstrated need.
  - 2. **Proprietary Talkgroup**—means a Talkgroup assigned exclusively to a MPSCS Member for use during their duties. This Talkgroup may be shared between MPSCS Members with the written approval of the agency that established the Talkgroup.

3. **Proprietary Radio System**—means a non-MPSCS radio system that may be programmed into a MPSCS Member's radio for the purpose of interoperability. The MPSCS does support programming of non-MPSCS proprietary radio systems.
- Q. Template**—means the Radio software, which controls the Radio's Talkgroup functions and communication capabilities.
- R. Template Design Unit (TDU)**—means the MPSCS unit responsible for development of Templates that will be programmed into a Member's radio. This includes defining a Member's communications plan; the establishment or reuse of Talkgroups; providing direction for concurrence of Talkgroups between agencies, and documenting Templates for construction by the RPU section.
- S. Twenty-four/Seven (24/7)**—means 24 hours a day, 7 days a week.

## II. MPSCS COMMUNICATIONS SERVICES

- A. Template Design**—If requested by the Member, TDU will work with and prepare a needs assessment for the Member, based on the Member's current and ongoing communication needs and priorities. Template programming by the RPU will commence once the Member approves the needs assessment. The RPU will prepare the primary Template for each Radio if requested by the Member. The RPU will correct any Template programming error(s) attributable to the RPU. A Member may request one primary Template change per year at no charge. The initial Template will be programmed into the Radio by one of two options. Either by MPSCS personnel or a serial specific file will be provided by the RPU to the Member's vendor. These options will be paid by Member. Refer to the MPSCS Fee Structure.
- B. System Management**—includes MPSCS' responsibility for the following:
  1. Assignment of Talkgroups' use priorities;
  2. Management of Talkgroups to assure appropriate use of the System;
  3. Enforcement of MPSCS guidelines, procedures, and protocols;
  4. Generate and use statistical data and reports concerning Members Talkgroups, call durations, call types, busy signals, and other data analyses and reports; and
  5. Grade of service (roaming).

- C. **Training**—Member's employees and other personnel must receive MPSCS approved Radio user training and/or "train the trainer" training.
- D. **NCC Services** —The NCC operates and manages the System on a 24/7 basis. The NCC provides Member with emergency or planned activation of special-event Talkgroups. The NCC, upon Member's request, provides radio checks for unresponsive Radios; inhibits lost or stolen Radios; and provides communications troubleshooting.
- E. **MPSCS Mobile Radios Performance**—MPSCS provides tested mobile radio communication coverage to the Member, subject to the Member's compliance with MPSCS recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member detects possible MPSCS network infrastructure malfunctions or radio communication coverage loss below the tested coverage, the Member should first contact its Subscriber Service Provider for an evaluation of the problem. If the Subscriber Service Provider determines the problem does not originate from the Member's Radios, equipment installation or maintenance, the Member should notify the NCC. The NCC will investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction, and report the corrective action to the Member.
- F. **MPSCS Portable Radio Coverage**—Portable radio coverage is not guaranteed and will vary from location to location. The Member is encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in Member's desired coverage areas.
- G. **Emergency Alerts Availability**—If Member has a 24 hour dispatch center capable of receiving control data associated with all its Talkgroups, and Member can verify to MPSCS that it has the capacity to monitor and supervise the Emergency Alerts feature, Member may have the Emergency Alerts feature activated at no additional charge during a template reprogram. When this feature is activated, the Member must keep their RCM logged in and respond to Emergency Alerts in a timely manner. Additionally, Member must obtain, at its own expense, a license to operate its Radio Control Manager (RCM) from its equipment vendor in order to have this feature activated. The NCC cannot serve as back-up for monitoring Emergency Alerts if the Member chooses this feature.
- H. **Private Calling Availability**—Private calling permits properly programmed Radios to engage in "one-on-one" conversations. Only the initiating and target Radios are able to communicate. Private calling can tie—up System resources. Member may choose to avail itself of Private Calling after a determination of the need and potential impact on the System.
- I. **Performance Standards; Monitoring; Electronic and Infrastructure Maintenance** — The System utilizes automated performance standards and automated diagnostics, which are

monitored 24/7 to ensure a timely reactive response to System component outages or other System deficiencies. MPSCS provides complete monitoring, inspection, and maintenance for all MPSCS tower sites and System infrastructure that meets or exceeds manufacturers' recommendations. The MPSCS also maintains a preventative maintenance system for all major components.

- J. **MPSCS Emergency Management Plan**—The MPSCS maintains an Emergency Management Plan for the System. The Emergency Management Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources, and back-up equipment.
- K. **MPSCS Infrastructure Upgrades and Enhancements**—"Upgrades" are changes made to the System's infrastructure to assure compliance, or to improve existing features and operations, of the MPSCS. "Enhancements" are modifications made to MPSCS services or systems that add functions or features not originally part of the MPSCS. Benefits of the Upgrades are currently provided to Members at no additional charge. However, for a Member to access the new features and or enhancements, it may be necessary for the Member to upgrade its Radios after the appropriate MPSCS system upgrade is completed.

### III. MEMBER OBLIGATIONS

- A. **Fees**—Fees are governed by MPSCS's policy on fee structure. Changes to fees are at the sole discretion of State of MI, MPSCS, upon 12 months prior written notice to MPSCS Members.
  - 1. Exhibit A – Member's liaison officer, billing contact for member fee payment, and agencies primary dispatch center contact information.
- B. **Member's Radios**—Member may only use MPSCS-approved Radios, with authorized and validated serial numbers, Talkgroups and Radio ID's. A list of approved Radios is available from the TDU. This list will be updated periodically and will be made available to the Member from the MPSCS website. Before programming any Templates, the Member must provide the RPU a list of the Member's Radios, each identified by: vendor/Service Provider, manufacturer, model number, serial number and flash or operating version.
- C. **Radios' Maintenance and Repair**—Member is responsible for maintenance and repair of its Radios in accordance with manufacturer's specifications.
- D. **Template Modifications**—The Member may make Template modifications, through its Service Provider, if the modification does not adversely impact the operation and integrity of the System. Template modifications are not permitted for MPSCS radio

zones: E, F, G & H, and I. Template modifications must be made in strict compliance with RPU's standards and only upon 30 days advance written notice to the RPU. MPSCS reserves the right to audit the Member's Templates at any time to confirm compliance with these requirements. Failure to comply with MPSCS Template modification standards is cause for termination of this Agreement. The MPSCS is not responsible for the installation or reprogramming of a modified Template into a Radio. An archive file will be provided to the Member for reprogramming of the Radio when possible. Some models of Radios cannot be programmed in the field due to programming security limitations and those Radios must be reprogrammed by the MPSCS. All costs associated with the MPSCS programming of Radios with modified Templates will be the responsibility of the Member.

- E. System Prohibited Use**—No commercial, personal or non-public safety related business may be conducted through the System by the Member, its authorized users or Service Provider.
- F. Compliance with Federal and State Laws**—Member must comply with all Federal and Michigan laws, rules, and regulations.
- G. System Management**—Member must comply with MPSCS' System Management requirements.
- H. Trained Personnel**—Member must not permit any personnel to use Radios until they have received approved MPSCS Radio user training.
- I. Member Liaison Officer**—Member must appoint an employee as its Liaison Officer. The Liaison Officer will be responsible for authorization of Template modifications, coordination of new Radios onto the System, and providing fleetmapping data to the RPU for record keeping purposes. The Liaison Officer will also be the Member's representative for MPSCS billing purposes.

In order to protect the integrity of the MPSCS, the Member Liaison Officer shall notify the NCC within 24 hours of knowledge of any of the following status changes to radios:

- Lost
- Stolen
- Otherwise compromised

Member Liaison Officer will ensure they work with their radio vendor to blank, including the encryption module if applicable, any radios they are disabling, transferring, selling, trading in or otherwise disposing of.

Member Liaison Officer shall notify the MPSCS of any radio ID's that are no longer in use and of any changes in ownership of radios to update the point of contact by e-mailing [MPSCS-Bus@michigan.gov](mailto:MPSCS-Bus@michigan.gov).

**J. Compliance with MPSCS Guidelines, Procedures, and Protocols:**

1. Member must comply with all MPSCS guidelines, procedures, and protocols.
2. In order to protect the integrity, security, safety, and efficient operation of the System for all MPSCS Members, Member must take appropriate corrective action against any of its employees who violate MPSCS standards, guidelines, procedures and, protocols, or this Agreement.
3. Software, configurations and usage may be limited to ensure integrity of the network as required by MPSCS security and maintenance policies.
4. Violation of MPSCS standards, guidelines, procedures, protocols, or violation of this Agreement may result in termination of this Agreement.

**IV. DURATION, CANCELLATION & TERMINATION**

Membership in the MPSCS will remain in effect until canceled or terminated by MPSCS, upon 12 months prior written notice to Member as long as the Member stays in good standing. The Agreement may be terminated by MPSCS for violations of the terms and conditions of this Agreement upon 30 days written notice to the Member. Membership in the MPSCS will remain in effect until canceled or terminated by Member, upon 90 days prior written notice to MPSCS.

**V. AUTHORITY TO CONTRACT**

Member represents that it has the requisite power to enter into this Agreement and that the person signing the Agreement has the authority to bind Member to its obligations in the Agreement.

**VI. MISCELLANEOUS**

- A. **Waiver**—The failure of a party to insist upon strict adherence to any term of this Agreement must not be considered a waiver or deprive the party of the right to later insist to the strict adherence to that term of the Agreement.
- B. **Modification**—MPSCS general membership terms may be modified by the MPSCS upon 90 days advance written notice to MPSCS Members. Terms in this Agreement that are specific to Member may be modified by a written amendment signed by both parties.
- C. **Governing Law**—This Agreement is governed by, and must be construed in accordance with the laws of the State of Michigan.

- D. Headings**—The headings given to the sections and paragraphs of this Agreement are for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. Independent Contractor Relationship**—The relationship between the parties is that of an independent contractor and client. No agent, employee, or servant of the MPSCS may be deemed to be an employee, agent, or servant of the Member. The Member will be solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.
- F. Effective Date**—This Agreement is effective as of the date of the last signature.

## **VII. NOTICES**

All notices given under this Agreement, except for emergency service requests, must be made in writing. All notices will be sent to the MPSCS and Member at the addresses provided in Exhibit B. An address change will be effective seven (7) business days after the notice of change is received.

**SIGNATURE PAGES FOLLOW**

**MEMBER:**

City of Boyne City EMS Dept

\_\_\_\_\_  
*(Name of Agency)*

\_\_\_\_\_  
*(Signature of Contact)*

By: Michael Cain

\_\_\_\_\_  
*(Print/Type Name of Contact)*

Its: City Manager

\_\_\_\_\_  
*(Title of Contact)*

Date: \_\_\_\_\_

**STATE OF MICHIGAN**

**MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET:**

Michigan's Public Safety Communications System

\_\_\_\_\_  
By: Bradley A. Stoddard

Its: MPSCS Director

Date: \_\_\_\_\_

Please send signed Member Subscriber Agreement to:

Department of Technology, Management and Budget

Michigan's Public Safety Communications System

7150 Harris Drive

Dimondale, MI 48821

Attention: MPSCS Director

Exhibit A

Member's Liaison Officer and Billing Contact  
for MPSCS's Invoice and Fee Payments  
(Please print or type clearly)

Member Liaison (See Section III. I. Page 5)

\*Required fields:

\*Name: John Lamont

\*Title: Director

\*Address: Boyne City EMS  
319 N Lake St  
Boyne City, MI 49712

Cell: 231-330-2535

\*Ofc Phone: 231-582-9535

\*Email: jmlamont104@gmail.com

Primary Dispatch Center

Name: Jason Lee/CCE

24x7 Phone: 855-515-1624

Email: jlee@cceoem.net

Activated Emergency Alert radios -  
Receiving Radio Control Manager (RCM):

Agency Name: City of Boyne City EMS Dept

Serial No.: \_\_\_\_\_

Member Invoice Contact (\*required if  
different name and address from Liaison):

\*Name: Michelle Hewitt

\*Title: Deputy Treasurer

\*Address: City of Boyne City  
319 N Lake St  
Boyne City, MI 49712

Cell: \_\_\_\_\_

\*Ofc Phone: 231-582-6597 x335

\*Email: mhewitt@boynecity.com

Subject: MPSCS Voice, Data and Fire Paging Fee Structure

Date Issued or Revised: January 19, 2016

Date Review: July 19, 2016

### 1.1.1 MPSCS Voice, Data and Fire Paging Fee Structure

#### I. Subject and Purpose

This document defines the fees charged for voice, data and fire paging services of the Michigan's Public Safety Communications System (MPSCS).

#### II. Procedures and Guidelines

The following fees will be applied to voice, data and fire paging services used on the MPSCS:

##### Voice – System Access/Subscriber Fees:

Services	Fee
* Mobile, Portable, Control Station, Console, Initial Activation Voice Fee	\$250
Template / Archive / Programming Fees	Included
Talkgroups: Event 1-30, 47-62 (Non-Law Enforcement)	Included
Talkgroups: Event 31-46 (Law Enforcement only)	Included
Talkgroups EMMD 1-8 (with MSP's EMD written approval)	Included
Dynamic Regroup	Included
Requesting Event Talkgroups	Included
8CALL90 / 8TAC91-94	Included
Statewide 1-8	Included
Unlimited System Talkgroups	Included
Template/Archive Annual Rewrite	Included

*was deleted only*

Subject: MPSCS Voice, Data and Fire Paging Fee Structure

Date Issued or Revised: January 19, 2016

Date Review: July 19, 2016

**Data - System Access/Subscriber Fees:**

Service	Monthly Fee
DATA Subscriber Fee per Device (PMDC, ARL/AVL, etc.)	\$50
CAD – Computer Aided Dispatch per Workstation	\$600

**Fire Paging - System Access Fees:**

Service	Fee
Fire Paging Activation Fee per Talkgroup	\$1,500

*CCG provided*

**Voice Subscriber Fee:** This fee provides MPSCS system voice services in accordance with normal MPSCS activities. The voice subscriber fee will be based on radio activation to the MPSCS for all new and replacement radios.

- Invoices are issued upon receipt of the serial numbers for the radios to be activated on the MPSCS.
- The user may request the NCC to disable the radio ID for security purposes but keep the individual radio account active.
- There is no charge to terminate the account for a radio.

**Data System Access Fees:**

**Data Subscriber Fee:** This fee provides MPSCS system data services in accordance with normal MPSCS activities. Data system access is provided via an approved MPSCS subscriber unit for AVL/ARL and data application connectivity. Premier Mobile Data Client (PMDC) licensing and maintenance is included in the data subscriber fee whether it's utilized or not.

- The January 1 data subscriber fee invoice provides for service between and including January 1 to December 31.
- Data services initialized between invoicing periods will be prorated on a monthly basis to fall in line with the normal invoice cycles.

Subject: MPSCS Voice, Data and Fire Paging Fee Structure

Date Issued or Revised: January 19, 2016

Date Review: July 19, 2016

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**Computer Aided Dispatch (CAD) System Access Fee:** This fee provides MPSCS infrastructure, licensing, and system level support.

- The January 1 data subscriber fee invoice provides for service between and including January 1 to December 31.
- Data services initialized between invoicing periods will be prorated on a monthly basis to fall in line with the normal invoice cycles.

**Fire Paging System Access Fee:** This fee provides MPSCS system paging services in accordance with normal MPSCS Fire Paging activities.

- The Fire Paging Activation Fee is a one-time fee to program and activate each paging Talkgroup used for localized paging.
- Invoices are issued upon request for the fire paging talkgroup to be activated on the MPSCS.

**III. General Notes:** This policy does not address:

- Wireline Consoles and Radio Control Manager (RCM) terminals connected to the system do not require a programming/connection fee.
- See stand-alone policies for additional information.
  - 3.1.7 MPSCS Radio Configuration and Programming Standards
  - 3.1.8 MPSCS Wireline Dispatch Consoles
  - 3.1.10 MPSCS Infrastructure Equipment & Configurations
  - 3.1.11 MPSCS Interoperable Radio Template

An agency may request a single yearly Template/Archive re-write as necessary to modify or update talkgroups due to agreements with adjacent agencies, business plans or other requirements. Additional or new Template activity will be prioritized based on available MPSCS resources to complete the work.

**IV. Responsible Party**

Contact for Questions:

Michigan's Public Safety Communications System

P.O. Box 30631

Lansing, MI 48909

(517) 284-4100

E-mail: [mpscs@michigan.gov](mailto:mpscs@michigan.gov)

**V. Applicable Forms**

Subject: MPSCS Voice, Data and Fire Paging Fee Structure

Date Issued or Revised: January 19, 2016

Date Review: July 19, 2016

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MPSCS Agreements are the contract between an agency and the State of Michigan to request service and agreement to pay the fees. These agreements are available at [www.michigan.gov/mpscs](http://www.michigan.gov/mpscs)

**VI. Termination or Review Date**

The Director of MPSCS is responsible for review and update of this policy.

**VII. Linkages to Other Relevant Data**

**CITY OF BOYNE CITY**

To: Michael Cain, City Manager *Mc*  
From: Tim Faas, Director of Public Works *TF*  
Date: February 27, 2020  
Subject: **Solid Waste Collection & Disposal Services  
Contract Extension Recommendation**



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**BACKGROUND:**

In April 2019, the City Commission approved a one-year extension of a contract with American Waste for solid waste collection and disposal services. The services include containerized refuse collection and disposal for the City wastewater plant, cemetery, public buildings and parks facilities. In addition, the services also include the annual spring and fall rubbish collections and disposal offered to the residents during three weeks each season.

Over the past month I have been discussing an extension of contract with American Waste for their services in 2020. The proposal received includes cost increases for both collection and disposal. What follows is a summary of the budget impacts by service type for the upcoming fiscal year.

I. Containerized Refuse Collection

I project the containerized refuse collection costs to be \$5,970 in total based on the revised costs. This represents an increase of 10.6% over last year or \$573. There would be no change in the level of service.

II. Rubbish Collection

The costs of the spring and fall rubbish collection last year was \$62,860 after the City had reduced the number of fall collections down to two days instead of three days as had been the past practice. These costs are based on hourly rates for the staff & equipment plus disposal costs. Under the proposal received, the hourly rates would increase from \$215 to \$220 (2.3% increase) and the waste disposal cost would increase from \$25 to \$26 per cubic yard (4.0% increase) over last year. More importantly, the level of service would be reduced from 5 collections to 2 collections, one in both the spring and one in the fall. The net impact is a significant cost savings to the City.

In order to secure these rates, American Waste also proposed we switch from a weekday collection program to a Saturday program with one (1) collection day on May 23<sup>rd</sup> and one (1) on September 19<sup>th</sup>.

Based on my projection of both the hours and the volume of waste collected, I believe the cost of the services would be estimated at \$50,240 which is twenty percent (20%) less than last year. Should the City Commission desire the same level of service as last year (i.e. 5 collections); then, the cost would be \$64,730. By comparison the recommended proposal above would save \$14,490 (22.4%).

If the extension request is approved by the City Commission, the staff will prepare the necessary informational flyers, social media & website posts in order to educate the property owners and tenants on the changes to the Rubbish Collection Program over the next 8-12 weeks.

I've researched what the other local communities are offering from a curbside rubbish collection standpoint and the results are summarized in the table below.

<b>Community</b>	<b>Program Offered</b>
Gaylord	1 spring collection
Charlevoix	Does not provide rubbish collection services
Petoskey	2 spring collections and 2 fall collections curbside
East Jordan	1 fall drop-off service (not curbside collection)
Traverse City	Does not provide rubbish collection services, but residents may contract with American Waste for special pick-up for an added fee

If the extension request is approved by the City Commission, the staff will prepare the necessary informational flyers, social media & website posts in order to educate the property owners and tenants on the changes to the Rubbish Collection Program over the next 8-12 weeks.

**RECOMMENDATION:**

It is my recommendation that the City Commission approve the one-year extension to the contract with American Waste for the 2020/2021 Solid Waste Collection & Disposal Services in an amount not-to-exceed \$6,000 for containerized refuse collection and \$51,000 for the rubbish collection programs. Further, I would recommend the City Manager execute the documents.

**OPTIONS:**

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

Encl: Proposal dated 2/26/2020 from American Waste  
Containerized Refuse Collection Projection 2020/2021  
Spring & Fall Rubbish Collection Projection 2020  
Comparison Summary Table

## Containerized Refuse Collection 2020/2021

Date Billed	Wastewater 2 cu yd	Cemetery 2 cu yd	Bldgs 6 cu yd	Parks 6 cu yd	Total/Month
1-May	\$70	\$25	\$240	\$240	\$575
1-Jun	\$70	\$70	\$240	\$240	\$620
1-Jul	\$70	\$70	\$360	\$360	\$860
1-Aug	\$70	\$70	\$360	\$360	\$860
1-Sep	\$70	\$70	\$360	\$360	\$860
1-Oct	\$70		\$120	\$120	\$310
1-Nov	\$70		\$120	\$120	\$310
1-Dec	\$70		\$120	\$120	\$310
1-Jan	\$70	\$25	\$120	\$120	\$335
1-Feb	\$70		\$120	\$120	\$310
1-Mar	\$70		\$120	\$120	\$310
1-Apr	\$70		\$120	\$120	\$310
<b>Annual =</b>	<b>\$840</b>	<b>\$330</b>	<b>\$2,400</b>	<b>\$2,400</b>	<b>\$5,970</b>

Notes:

1X/week - 2 containers (split 50/50 Bldgs & Parks)

2X/week - 2 containers April & May (split 50/50 Bldgs & Parks)

2X/week - 3 containers June, July & August (split 50/50 Bldgs & Parks)

Price increase in April 2020

last year's cost	\$5,397
increase in cost	\$573
	10.6%



**Comparison Summary Table**

Year	Hours	Cubic Yards	Cost
2018	175	1,059	\$62,075
2019	179	975	\$62,860
2020	135	790	\$50,240
2020 vs 2019	24.6% less as proposed	19.0% less as proposed	20.1% less as proposed
2020	179	975	\$64,730
2020	135	790	\$50,240
2020 vs 2020	24.6% less for same LOS as 2019	19.0% less for same LOS as 2019	22.4% less for same LOS as 2019

**Proposed Collection Dates 2020 vs 2019**

Year	Spring	Fall	Total Days
2019	May 22 & 23, May 29 & 30, June 5 & 6	Aug 28 & 29, Sept 4 & 5	5
2020	May 23	Sept 19	2
2020 vs 2019	2 less	1 less	3 less



February 26, 2020

City of Boyne City

Boyne City, MI 49712

To: Tim Faas, Director of Public Works

It was nice meeting with you to review the services provided by American Waste. As discussed the City of Boyne City has been pleased with the services provided by American Waste. We would like to propose the following services for 2020.

**Permanent Service Dumpsters**

**Cemetery - 1-2 yard dumpster serviced once a week April 15th-October for \$70.00 per mo.**

**Waste Water Treatment Plant -1-2 yard dumpster serviced once a week for \$70.00 per mo.**

**Public Works Department**

- **2-6 yard dumpsters serviced once a week Oct-May for \$240.00 per mo.**
- **2-6 yard dumpsters serviced twice a week Apr-May for \$480.00 per mo.**
- **3-6 yard dumpsters serviced twice a week June-Sept for \$720.00 per mo.**

**Spring and Fall Clean-ups**

- 2020 Clean-ups billed at \$220.00 per hour per truck (portal to portal)

- Yardage from clean-up billed at \$26.00 per yard. Please keep at 2 yards per household.

- We are proposing a full City clean-up Saturday May 23<sup>rd</sup> and Saturday September 19<sup>th</sup>.

\* This is a one-year extension contract\* Effective date is April 1, 2020- April 1, 2021

Please let me know if you have any questions. I can be reached at 231-564-2553. We look forward to continuing to service the City of Boyne City.

X\_\_\_\_\_

City of Boyne City, City Manager

Date-

X\_\_\_\_\_

American Waste

Date-

# March 2020

March 2020						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 1	2	3 12:00pm City Commission	4	5 8:30am Main Street Board mtg.	6	7
8	9 12:00pm EDC/LDFA	10 Election Day	11	12 5:00pm Parks & Rec	13	14
15	16 5:00pm Planning Commission 7:00pm Historical Commission	17 Saint Patrick's Day (United States) 7:00pm City Commission	18	19 Budget Meeting	20	21
22	23 Budget Meeting 8:00 am	24	25	26 Budget Meeting 8:00 am 5:30pm Airport Advisory Board	27	28
29	30	31	Apr 1	2	3	4

# April 2020

April 2020						
Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 29	30	31	Apr 1	2 8:30am Main Street Board mtg.	3	4
5	6	7 5:00pm ZBA	8	9 5:00pm Parks & Rec	10	11
12	13	14 7:00pm City Commission	15 Tax Day (United States)	16	17	18
19	20	21	22	23	24	25
National Volunteer Week						
	5:00pm Planning Commission			5:30pm Airport Advisory Board		
26	27	28 12:00pm City Commission	29	30	May 1	2