



BOYNE CITY
CITY COMMISSION REGULAR MEETING
Boyne City Hall
319 North Lake Street
Tuesday, June 26, 2012 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 June 12, 2012 regular City Commission meeting minutes as presented
4. HEARING CITIZENS COMMENTS (on non-agenda items; 5 minute limit)
5. CORRESPONDENCE
6. CITY MANAGER'S REPORT
7. REPORTS OF OFFICERS, BOARDS, AND STANDING COMMITTEES
 - A. May, 2012 Financial Statement
8. UNFINISHED BUSINESS
 - A. Kirtland Update
9. NEW BUSINESS
 - A. Douglas Street Storm Sewer Engineering Services
Consideration to approve the contract with C2AE for design engineering services in the amount of \$34,095 and authorize the City Manager to sign the required documents
 - B. Fireworks Discussion
Discussion of recent updates to the State of Michigan Fireworks law
 - C. Boyne Brush Grinding
Consideration to approve a bid from Northeast Trucking in the amount of \$5,500 to grind the brush pile and haul away the chips at the North Boyne Yard and authorize the City Manager to execute the documents

D. Lot Division Process

Consideration to review the Lot Reconfiguration Ordinance and make a determination if the existing Lot Reconfigurations or Adjustment ordinance should be changed to have the review and approval process for land divisions and lot reconfigurations completed administratively by City staff

E. Business Park Road Improvements

Discussion of recommended Business Park road improvements

F. John Deere 524K Loader Purchase

Consideration to approve to purchase a John Deere 524K Loader from AIS Equipment in the amount of \$100,738.90 (including the trade in) and authorize the City Manager to sign the required documents

G. Request of the City Manager to go into closed session with our attorney regarding pending litigation provided in MCL 15.268 (e) of the Michigan Open Meetings Act (PA 267 of 1976)

10. GOOD OF THE ORDER

11. ANNOUNCEMENTS

- The next regular City Commission meeting is scheduled for Tuesday, July 10, 2012 at 7:00 p.m
- City Offices will be closed on Wednesday, July 4 in observance of Independence Day

12. ADJOURNMENT

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



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**JUNE 12, 2012
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 JUNE 12, 2012

CALL TO ORDER

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

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

Staff: Andy Kovolski, Scott McPherson, Dan Meads, Barb Brooks, Craig Remsberg, Dennis Amesbury, Hugh Conklin, Michael Cain and Cindy Grice

Others: There were 22 citizens in attendance, including representatives from the Petoskey News Review and Charlevoix County News

**CONSENT AGENDA
MOTION**

2012-06-077
Moved by Towne
Second by Gaylord

2012-06-077A
Approval of the May 22, 2012 regular City Commission meeting minutes as presented

2012-06-077
Approval of lot reconfiguration for Irene Brannon to reconfigure parcels at 604 Earl Street by dividing parcel 051-369-364-00 in half and conveying the west half to parcel 051-369-348-00 and combining the east half with parcel 051-369-349-00

2012-06-077C
Approval to appoint Heath Meeder to the Parks and Recreation Board to fill a vacancy left by Paul Nicholls for a term expiring on 12/31/2014

Ayes: 5
Nays: 0
Absent: 0
Motion carried

CITIZENS COMMENTS

Ron Crozier from the Boyne City Veteran's Memorial Committee thanked Craig Remsberg and the Police Department staff and the DPW staff as well for their assistance during the Memorial Day service.

CORRESPONDENCE

None

CITY MANAGERS REPORT

City Manager Cain reported:

- Three new businesses have opened in town, the Brook, Boyne Parasail and the Thirsty Goat.
 - The Boyne City Provisions will be having a ribbon cutting ceremony on Friday to celebrate their renovations and new look.
 - The 2011 Drinking Water Quality Report is now available on the City's website and at City Hall.
 - Stroll the Streets starts this Friday.
 - Police Chief interviews will take place on Friday, June 22
-

Draft Minutes of the April 26, 2012 Airport Advisory Board meeting, the May 3, 2012 Main Street Meeting, the May 3, 2012 Parks and Recreation Commission Meeting, the May 14, 2012 Economic Development Corporation Meeting, the May 14, 2012 Local Development Authority Finance Authority meeting, the May 21, 2012 Planning Commission Meeting, the May 24, 2012 Airport Advisory Board Meeting and the May 22, 2012 Historical District Board Meeting were received and filed.

REPORTS OF OFFICERS, BOARDS, AND STANDING COMMITTEES

City Planning Director Scott McPherson stated that RSG continues to work on the noise assessment for Kirtland. The study is about 75% complete with the data. A 3D sound model will be developed this week.

Kirtland Update

Staff Comments: None

Citizens Comments: None

Board Deliberation: Commissioner Sansom inquired what the operational schedule will be in the future and Tom Monley of Kirtland said not sure at this point. Commissioner Gaylord inquired what the State deadline for the stack testing was and was informed, the original deadline was in April.

Consideration to authorize seeking of bids for the South Park Street Reconstruction Project as revised, with the exception of changing the first four parking spaces on the west side of Park Street south of Water Street to six angle parking spaces.

South Park Street Reconstruction Project

City Manager Cain discussed the revised plan presented for further review and consideration. The changes were made since the Commission's May 22nd meeting. The revised plan would add two additional parking spaces to the downtown area. Based on information and discussion regarding the angle versus parallel parking, it is recommended that the City Commission authorize the project to go forward for bidding if we hope to have any chance to complete it this year. It is anticipated that bids will be advertised for by the end of June.

Staff Comments: None

Citizens Comments: Ron Crozier said he has a work van and at the first parking spot in front of Ace Hardware, you cannot see a car coming if you are trying to back out. He added that he wishes the bump outs weren't there. Jim White, owner of Ace Hardware stated he would rather see the angle parking closer to his store.

Board Deliberation: Commissioner Neidhamer said a two parking space net gain is valuable so he agrees with the City Manager's recommendation. Mayor Grunch agreed. There was continued discussion regarding the traffic on that street and angle or parallel parking

2012-06-078

Moved by Towne

Second by Gaylord

MOTION

To authorize seeking of bids for the South Park Street Reconstruction Project as revised, with the exception of changing the first four parking spaces on the east side of Park Street south of Water Street to six angle parking spaces

Ayes: 3
Nays: 2. Commissioner Neidhamer and Mayor Grunch
Absent: 0
Motion carried

MOTION

2012-06-079
Moved by Grunch
Second by Gaylord

To recess for five minutes at 8:10 p.m.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

MOTION

2012-06-080
Moved by Grunch
Second by Towne

To resume the meeting at 8:15 p.m.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

**One Water Street
Conditional Rezoning
Request**

Consideration of first reading of an amendment to allow conditional rezoning of a parcel located at 1 Water Street and to schedule a second reading for July 24, 2012

Planning Director Scott McPherson discussed the application for conditional rezoning and development plan review that has been submitted for One Water Street owned by Catt Land Investments, LLC. The parcel is 83,200 square feet and is a wedge shaped corner lot with 299 feet of frontage on Front Street and 383 feet of frontage at the end of Water Street. The parcel has approximately 200 feet of frontage on Lake Charlevoix. The parcel is located in the Waterfront Marina District and is adjacent to the Central Business District on the east, Community Service District on the north and the Multifamily Residential District on the south. In 2009 a conditional use and development plan was approved for a mixed use development that included marina facilities, retail, restaurant and 37 unit hotel condominium that included 20 single room units and 17 units with full kitchens and dining rooms. Since the 2009 approval, the marina, retail, office and restaurant components of the project have been completed.

The proposed plan is to replace the approved 27 unit hotel and construct 13 detached resort cottage structures. The ground floor if the structures would primarily consist of motel units designed for short term transient occupancy and would have only a bedroom and bathroom. It is anticipated that three of the ground floor units will be used for commercial uses, however this could change based on market demand. One unit would be dedicated as a bathroom and shower facility for marina users. The second and third floors would contain 15 two bedroom units intended

to be used as vacation rentals that could be used for short term or long term occupancy. The applicant is applying for approval of the uses as principal permitted uses in the CBD as per section 10.20(J) and 10.20(M).

A conditional rezoning is a zoning map amendment and is processed in accordance with the Michigan Zoning Enabling Act and the Boyne City Zoning Ordinance Section 2.4 Amendment procedures. It is a recommendation of approval the Planning Commission made with the stipulation that if the Conditional Rezoning is approved by the City Commission, the final site plan must be approved by the Planning Commission.

Glen Catt discussed the reasons why changes have been made from the original plan, primarily due to shared wall units no longer being allowed to be financed.

Staff Comments: Hugh Conklin said the plan was presented at the May Main Street board meeting who passed a motion to support the project and encouraged approval by the City Commission.

Citizens Comments: Mary Palmer of Café Sante and the Red Mesa said she is in full support and this project would be an asset to Boyne City.

Board Deliberation: Commissioner Neidhamer said he is in full support. Mayor Pro-Tem Towne said this is much better than the original plan. Commissioner Gaylord said he prefers this plan and is in full support. Commissioner Sansom inquired about construction time frame and was informed that would be dictated by the market, which will be strong. Mayor Grunch said he is impressed with the project and is in full support of it.

MOTION

2012-06-081

Moved by Neidhamer

Second by Sansom

To approve of the first reading of an amendment to allow conditional rezoning of a parcel located at 1 Water Street and to schedule a second reading for July 24, 2012

Ayes: 5

Nays: 0

Absent: 0

Motion carried

Cemetery Maintenance Contract

Consideration to terminate the contract with John's Snow and Lawn Maintenance effective June 10, 2012; to waive the 60 day termination notification of that contract and approve the proposed Cemetery Maintenance Contract with B & W Nature's Maintenance to complete the remainder of the 2012 Cemetery Maintenance for a cost of \$18,000 and authorize the City Manager and Clerk / Treasurer to execute the documents.

Clerk / Treasurer Grice stated that John Tousley Snow and Lawn has requested to terminate their three year contract early effective on June 10, 2012 and requested to waive the 60 day termination notification. Mr.

Tousley has already been paid \$10,500 so far for this contract year. A termination agreement has been prepared that also stipulates no further payments along with waiving the 60 day termination stipulation. We still have over five months left for cemetery maintenance needs for 2012. The low bidder from 2009, B & W Nature's Maintenance was contacted and provided a quote of \$18,000 to complete the remainder of the year. We also received a quote from Joe Shear Services for \$16,000, however Mr. Shear was unable to start until July 1 and asked a waiver of the North Boyne permit fee.

Staff Comments: None

Citizens Comments: None

Board Deliberation: Commissioner Gaylord inquired about Mr. Tousley's issue with paying the North Boyne Dump Fee and Clerk / Treasurer Grice stated that Mr. Tousley operated a business that provided these services for others residents and businesses, some also not located in the City and it would be difficult to tell what debris was specifically from the cemetery. 13 contractors have already paid the North Boyne Fee. Ron Crozier stated that he has paid the fee and has two lawns in town that he does. All other Commissioners are in agreement with the proposed recommendation.

MOTION

2012-06-082

Moved by Towne

Second by Neidhamer

To approve to terminate the contract with John's Snow and Lawn Maintenance effective June 10, 2012; to waive the 60 day termination notification of that contract and approve the proposed Cemetery Maintenance Contract with B & W Nature's Maintenance to complete the remainder of the 2012 Cemetery Maintenance for a cost of \$18,000 and authorize the City Manager and Clerk / Treasurer to execute the documents.

Ayes: 5

Nays: 0

Absent: 0

Motion carried

Consideration to approve the transfer of ownership of 2011 Resort Class C licensed business issued under MCL 436-1531(3) with Specific Purpose Permit (Food) located at 5 W. Main Street, Unit 1, Boyne City, MI, 49712, Charlevoix County from Sammich N Sudz Corp. to Y & T Properties, LLC

Liquor License Transfer

City Manager Cain discussed the request for transfer of the currently escrowed liquor license. The license, due to the way it was issued years ago, can only be used at that complex and cannot be transferred to another location in or out of the City. The building is owned by Y & T Properties which is owned and operated by Gale Neff. Up to this point, the license has been held by each of the restaurant owners that have had businesses in that location. That has created issues in the past when it comes time to transfer it to a new party. Mr. Neff is seeking to streamline the process by tying the license to the building. The Boyne City Main Street Board is in full support of this request.

Citizens Comments: None

Staff Comments: None

Board Deliberation: All are in support of this request.

2012-06-083

Moved by Sansom

Second by Towne

MOTION

To approve the transfer of ownership of 2011 Resort Class C licensed business issued under MCL 436-1531(3) with Specific Purpose Permit (Food) located at 5 W. Main Street, Unit 1, Boyne City, MI, 49712, Charlevoix County from Sammich N Sudz Corp. to Y & T Properties, LLC.

Ayes: 5

Nays: 0

Absent: 0

Motion carried

Consideration to allow the placement of the Fallen Soldier's monument at one of the two proposed locations on the Veteran's Memorial Site.

Veteran's Memorial Monument

City Manager Cain discussed the request from the Veterans Memorial Committee place an additional monument for local fallen soldiers at the site. Ron Crozier presented the Parks and Recreation Advisory Board the proposal and stated this is a monument that will be dedicated to all fallen soldiers and a plaque / name plate would be placed on it for local soldiers. After the Parks and Rec board discussion, the general consensus was that the board thinks the proposed monument would be a nice addition. The Veterans Memorial Committee will be accepting donations to defer the \$6,000 cost and George Lasater has offered to match personal donations.

George Lasater spoke about the monument and images of the proposed monument and location at the memorial site were presented. Sheriff Lasater said he also spoke with the family of fallen soldier Jack Diener and they were in agreement with the monument as well.

Citizens Comments: None

Staff Comments: None

Board Deliberation: All are in full support of this request. Commissioner Sansom inquired about the material used in the monument and was informed it would be bronze. Commissioner Gaylord said he like the placement of the monument in the grassy area.

MOTION

2012-06-084

Moved by Gaylord

Second by Towne

To approve to allow the placement of the Fallen Soldier's monument on the Veteran's Memorial Site.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

2012-06-085
Moved by Grunch
Second by Gaylord

Brief Recess
MOTION

To recess the meeting for a brief break at 9:28 p.m.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

2012-06-086
Moved by Grunch
Second by Towne

Return to meeting
MOTION

To return to the meeting at 9:35 p.m.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

Consideration to approve the preliminary design of the Hannah Street Reconstruction project as presented with the flexibility to adjust the sidewalk location within the right of way based on obstacles, grades or other factors

Hannah Street
Reconstruction

Public Works Superintendent Andy Kovolski discussed the proposed plan for Hannah Street reconstruction project. Conceptual plans have been completed, informational meetings have been held for public input and review of the preliminary designs,

2012-06-087
Moved by Neidhamer
Second by Gaylord

MOTION

To approve the preliminary design of the Hannah Street Reconstruction project as presented with the flexibility to adjust the sidewalk location within the right of way based on obstacles, grades or other factors

Ayes: 5
Nays: 0
Absent: 0
Motion carried

Consideration to review the Boyne City Zoning Ordinance Section 10.20(Q) regarding the allowance of alcohol service on sidewalks in the Central Business District and make a determination if changes to the existing policy should be explored

Service of Alcohol on
City Sidewalks ordinance
discussion

City Manager Cain discussed the request from Magnum Hospitality for the

City to reconsider changing the existing ordinance to allow the serving of alcohol in outdoor eating areas which are located on the public sidewalk. Prior to this request, Mary Palmer of Magnum submitted an application to the City Planning Department for a permit to have an outdoor eating area with alcohol at Café Sante. Outdoor eating areas, without alcoholic beverages are allowed in the Central Business District as per the Boyne City Zoning Ordinance section 10.20(Q). A permit could not be issued to Café Sante because they requested to serve alcohol in a public area and because the property is located in the Waterfront Marina District and outdoor eating areas on the public sidewalk are only allowed in the Central Business District.

City staff has done some preliminary research on communities that do allow alcohol in the outdoor eating areas and found that there are several ways this can be regulated. The use can be regulated as a use under the zoning ordinance or it can be regulated by adopting a stand alone ordinance.

Staff Comments: Hugh Conklin stated that the Main Street board is in favor of this proposal.

Citizens Comments: Mary Palmer of Magnum Hospitality spoke regarding her request and the desire to have the City Commission revisit the City ordinance forbidding service of alcohol on City sidewalks.

Board Deliberation: Commissioner Sansom said she doesn't like the idea of serving alcohol on the sidewalks. Commissioner Gaylord asked Interim Police Chief Craig Remsberg for his input and Officer Remsberg stated that if the Commission decides to move forward, there should be a standard ordinance. City Manger Cain asked if this is something the Commission wants staff to work on. Commissioner Gaylord said he thinks we should pursue this. Mayor Pro-Tem Towne said he has already received calls from citizens that are against this. Commissioner Neidhamer said that outside dining is very prominent in downtown resort towns. He would also like to pursue this. We have the talents to regulate it and it is a short season. Commissioner Sansom said a lot of people don't want to expose their children to adults drinking alcohol. Mayor Grunch said Boyne City has become a restaurant destination and whatever we can do to enhance it and have full control over it. He added that he also thinks it should be further explored.

MOTION

2012-06-088

Moved by Neidhamer

Second by Gaylord

To review the Boyne City Zoning Ordinance Section 10.20(Q) regarding the allowance of alcohol service on sidewalks in the Central Business District approve to explore changes to the existing policy

Ayes: 4

Nays: 1, Mayor Pro-Tem Towne

Absent: 0

Motion carried

Facilities Discussion

City Manager Cain discussed the goal of improving the City Hall Complex that currently contains the City offices, Police Department, Fire Department

and the Department of Public Works. Over time, the general consensus has been to consolidate our operations here on our existing site while adding some off season equipment storage facilities mainly for public works equipment at the existing North Boyne Yard site. Last fall we conducted soil borings around our site. The results of these samples confirm that it is possible to build or expand onsite, although some soil stabilization efforts may be necessary.

One million dollars has been set aside out of City reserves in the current year's budget to be used towards improvements on this site. To replace all of the facilities currently located on this site, was estimated to exceed five million dollars in 2007. Without going into debt or adding a new millage, we do not have the funds available to do all that some would like to see done. A phased approach reusing our existing facilities as much as possible is being proposed while moving forward. Based on discussions to this point, it makes most sense to look at an expansion that brings our ambulance / EMS operation back to this site and also reuses existing space in City Hall to better meet the current needs of our City office, Police Department and EMS / Ambulance staffs while positioning ourselves to better meet the needs of our Fire Department and DPW personnel.

City Manager Cain added that in order to do so, he is recommending that we go out for bids to retain professional services that can assist us in our concepts and options and developing realistic cost and payback analysis. He also suggested that we schedule a public hearing on this matter to take place at the same time the design service bids are presented to the City Commission. This would provide for timely public input with more specifics prior to any significant dollars being spent on this matter.

Citizens Comments: None

Staff Comments: None

Board Deliberation: Commissioner Neidhamer said he agrees with the recommendation to get professional help. We can't spend five million but we are ready to spend the one million we have set aside. It is time to see what the one million will get us. Mayor Pro-Tem Towne said we should move forward and it should be done in phases. We have the funds but it doesn't mean we need to spend it all at once. Commissioner Gaylord said we should consider looking at several different options. It would serve us well to have as much input as possible. # 1 is financially, #2 is that this is to ultimately serve the citizens of Boyne City. There are geniuses in more than one office. Mayor Grunch said to add points as a possible prize for the best design. Commissioner Samson said to look long term and then do it well.

MOTION

2012-06-089

Moved by Grunch

Second by Sansom

To approve to authorize City staff to secure bids for city facility design services as outlined and coordinate a public hearing to be held on the matter of City Facilities at the time of the bids presentation to the City Commission estimated to be in 60 or 90 days.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

Good of the Order

Commissioner Sansom inquired about the new State of Michigan fireworks law. Interim Police Chief provided a brief update.

**Closed Session
MOTION**

2012-06-090
Moved by Grunch
Second by Towne

To approve a request of the City Manager to go into closed session to consider the purchase of real property as provided in MCL 15.268 (d) of the Michigan Open Meetings Act (PA 267 of 1976) at 10:33 p.m.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

Return to Open Session

2012-06-091
Moved by Grunch
Second by Gaylord

To return to open session at 11:19 p.m.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

**ADJOURNMENT
MOTION**

Moved by Mayor Grunch, seconded by Mayor Pro-Tem Towne to adjourn the regular City Commission meeting of Tuesday, June 12, 2012 at 11:20 p.m.

Ron Grunch
Mayor

Cindy Grice
Clerk / Treasurer

CASH SUMMARY BY FUND FOR BOYNE CITY

FROM 05/01/2012 TO 05/31/2012

FUND: 101 202 203 206 209 210 211 226 244 248 251 285 295 401 410 590 592 661

CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 05/01/2012	Total Debits	Total Credits	Ending Balance 05/31/2012
101	GENERAL FUND	1,535,860.39	107,779.36	288,768.22	1,354,871.53
202	MAJOR STREET FUND	177,367.80	18,628.69	72,341.13	123,655.36
203	LOCAL STREET FUND	0.00	52,790.22	52,790.22	0.00
206	FIRE FUND	347,627.26	0.00	15,835.85	331,791.41
209	CEMETERY FUND	0.00	1,951.54	1,951.54	0.00
210	AMBULANCE FUND	(25,510.22)	59,240.87	33,730.65	0.00
211	SPECIAL PROJECTS FUND	630.45	0.00	0.00	630.45
226	RUBBISH COLLECTION FUND	0.00	0.00	0.00	0.00
244	FIRE DEPARTMENT FUND	0.00	14,715.40	14,715.40	0.00
248	DOWNTOWN DEVELOPMENT AUTHORITY	211,097.98	28,810.00	52,427.15	187,480.83
251	LDFA FUND	973,682.32	0.00	32,640.58	941,041.74
285	MARINA FUND	203,581.27	21,698.76	9,621.99	215,658.04
295	AIRPORT FUND	22,111.01	9,139.31	7,713.31	23,537.01
401	VIBRANT SMALL CITIES INITIATIVE FUND	721,161.00	0.00	0.00	721,161.00
410	BOYNE SENIORS CENTER FUND	529.92	0.00	0.00	529.92
590	WASTEWATER FUND	1,397,519.20	117,920.54	48,028.08	1,467,411.66
592	WATER FUND	113,060.48	40,131.09	27,652.29	125,539.28
661	MOTOR POOL FUND	729,134.40	23,198.89	23,530.40	728,802.89
	TOTAL - ALL FUNDS	6,407,853.26	496,004.67	681,746.81	6,222,111.12

User: Cindy

DB: Boyne City

PERIOD ENDING 05/31/2012

ACCOUNT DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
	AMENDED BUDGET	05/31/2012 NORMAL (ABNORM)	MONTH 05/31/20 INCREASE (DECR)	BALANCE NORMAL (ABNORM)	
Fund 101 - GENERAL FUND					
031-REVENUES	3,984,662.00	0.00	0.00	3,984,662.00	0.00
032-REVENUES	244,068.00	(690.24)	(690.24)	244,758.24	(0.28)
033-REVENUES	142,000.00	11,833.33	11,833.33	130,166.67	8.33
034-REVENUES	142,000.00	14,192.64	14,192.64	127,807.36	9.99
035-REVENUES	13,900.00	1,219.20	1,219.20	12,680.80	8.77
036-REVENUES	362,633.00	28,679.95	28,679.95	333,953.05	7.91
101-LEGISLATIVE	19,518.00	6,459.02	6,459.02	13,058.98	33.09
151-PLANNING	150,390.00	9,196.15	9,196.15	141,193.85	6.11
173-GENERAL SERVICES	559,353.00	33,053.48	33,053.48	526,299.52	5.91
191-ELECTIONS	2,900.00	331.50	331.50	2,568.50	11.43
208-ACCOUNTING/AUDIT	13,000.00	0.00	0.00	13,000.00	0.00
209-ASSESSMENT/TAXES	100,723.00	0.00	0.00	100,723.00	0.00
210-LEGAL	60,000.00	0.00	0.00	60,000.00	0.00
248-GENERAL/OTHER SERVICES	134,520.00	2,249.17	2,249.17	132,270.83	1.67
250 HOUSING	255,000.00	11,795.34	11,795.34	243,214.66	4.62
265-PUBLIC BUILDINGS	1,176,646.00	11,166.00	11,166.00	1,165,480.00	0.95
301-POLICE DEPARTMENT	639,004.00	36,117.35	36,117.35	602,886.65	5.65
706-ENVIRONMENTAL	1,000.00	0.00	0.00	1,000.00	0.00
751-PARKS & RECREATION	286,521.00	25,691.40	25,691.40	260,829.60	8.97
804-MUSEUM	2,492.00	71.00	71.00	2,421.00	2.85
809-SIDEWALKS	108,000.00	0.00	0.00	108,000.00	0.00
899-CONTINGENCY	64,223.00	1,572.73	1,572.73	62,650.27	2.45
965-TRANSFERS OUT	1,315,973.00	48,794.76	48,794.76	1,267,178.24	3.71
Fund 101:					
TOTAL REVENUES	4,889,263.00	55,234.88	55,234.88	4,834,028.12	1.13
TOTAL EXPENDITURES	4,889,263.00	186,487.90	186,487.90	4,702,775.10	3.81
NET OF REVENUES & EXPENDITURES	0.00	(131,253.02)	(131,253.02)	131,253.02	100.00
Fund 202 - MAJOR STREET FUND					
030-REVENUES	1,499,208.00	(19,609.84)	(19,609.84)	1,518,817.84	(1.31)
451-CONSTRUCTION	960,800.00	8,520.80	8,520.80	952,279.20	0.89
463-ROUTINE MAINTANCE	332,100.00	16,566.31	16,566.31	315,533.69	4.99
474-TRAFFIC SERVICE	31,500.00	64.53	64.53	31,435.47	0.20
478-WINTER MAINTENANCE	97,300.00	1,882.94	1,882.94	95,417.06	1.94
482-ADMINISTRATION	77,508.00	4,035.89	4,035.89	73,472.11	5.21
Fund 202:					
TOTAL REVENUES	1,499,208.00	(19,609.84)	(19,609.84)	1,518,817.84	1.31
TOTAL EXPENDITURES	1,499,208.00	31,070.47	31,070.47	1,468,137.53	2.07
NET OF REVENUES & EXPENDITURES	0.00	(50,680.31)	(50,680.31)	50,680.31	100.00
Fund 203 - LOCAL STREET FUND					
030-REVENUES	943,460.00	37,704.77	37,704.77	905,755.23	4.00
451-CONSTRUCTION	431,970.00	0.00	0.00	431,970.00	0.00
463-ROUTINE MAINTANCE	339,800.00	29,284.97	29,284.97	310,515.03	8.62
474-TRAFFIC SERVICE	18,500.00	257.10	257.10	18,242.90	1.39
478-WINTER MAINTENANCE	97,110.00	1,882.35	1,882.35	95,227.65	1.94
482-ADMINISTRATION	56,080.00	3,827.44	3,827.44	52,252.56	6.82
Fund 203:					
TOTAL REVENUES	943,460.00	37,704.77	37,704.77	905,755.23	4.00
TOTAL EXPENDITURES	943,460.00	35,251.86	35,251.86	908,208.14	3.74
NET OF REVENUES & EXPENDITURES	0.00	2,452.91	2,452.91	(2,452.91)	100.00
Fund 206 - FIRE FUND					
030-REVENUES	295,500.00	0.00	0.00	295,500.00	0.00
040-EXPENDITURES	246,485.00	9,046.80	9,046.80	237,438.20	3.67
Fund 206:					
TOTAL REVENUES	295,500.00	0.00	0.00	295,500.00	0.00
TOTAL EXPENDITURES	246,485.00	9,046.80	9,046.80	237,438.20	3.67
NET OF REVENUES & EXPENDITURES	49,015.00	(9,046.80)	(9,046.80)	58,061.80	(18.46)
Fund 209 - CEMETERY FUND					
030-REVENUES	51,017.00	1,951.54	1,951.54	49,065.46	3.83
040-EXPENDITURES	51,017.00	1,891.45	1,891.45	49,125.55	3.71
Fund 209:					
TOTAL REVENUES	51,017.00	1,951.54	1,951.54	49,065.46	3.83
TOTAL EXPENDITURES	51,017.00	1,891.45	1,891.45	49,125.55	3.71
NET OF REVENUES & EXPENDITURES	0.00	60.09	60.09	(60.09)	100.00

ACCOUNT DESCRIPTION	2012-13 AMENDED BUDGET	END BALANCE 05/31/2012 NORMAL (ABNORM)	ACTIVITY FOR MONTH 05/31/20 INCREASE (DECR)	AVAILABLE BALANCE NORMAL (ABNORM)	% BDGT USED
Fund 210 - AMBULANCE FUND					
030-REVENUES	644,227.00	75,883.65	75,883.65	568,343.35	11.78
040-EXPENDITURES	629,425.00	43,916.36	43,916.36	585,508.64	6.98
Fund 210:					
TOTAL REVENUES	644,227.00	75,883.65	75,883.65	568,343.35	11.78
TOTAL EXPENDITURES	629,425.00	43,916.36	43,916.36	585,508.64	6.98
NET OF REVENUES & EXPENDITURES	14,802.00	31,967.29	31,967.29	(17,165.29)	215.97
Fund 226 - RUBBISH COLLECTION FUND					
030-REVENUES	28,000.00	0.00	0.00	28,000.00	0.00
040-EXPENDITURES	28,000.00	0.00	0.00	28,000.00	0.00
Fund 226:					
TOTAL REVENUES	28,000.00	0.00	0.00	28,000.00	0.00
TOTAL EXPENDITURES	28,000.00	0.00	0.00	28,000.00	0.00
NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
030-REVENUES	665,941.00	28,810.00	28,810.00	637,131.00	4.33
731-EXPENDITURES	749,014.00	49,891.35	49,891.35	699,122.65	6.66
Fund 248:					
TOTAL REVENUES	665,941.00	28,810.00	28,810.00	637,131.00	4.33
TOTAL EXPENDITURES	749,014.00	49,891.35	49,891.35	699,122.65	6.66
NET OF REVENUES & EXPENDITURES	(83,073.00)	(21,081.35)	(21,081.35)	(61,991.65)	25.38
Fund 251 - LDFA FUND					
030-REVENUES	192,195.00	0.00	0.00	192,195.00	0.00
040-EXPENDITURES	501,989.00	25,418.66	25,418.66	476,570.34	5.06
Fund 251:					
TOTAL REVENUES	192,195.00	0.00	0.00	192,195.00	0.00
TOTAL EXPENDITURES	501,989.00	25,418.66	25,418.66	476,570.34	5.06
NET OF REVENUES & EXPENDITURES	(309,794.00)	(25,418.66)	(25,418.66)	(284,375.34)	8.21
Fund 285 - MARINA FUND					
030-REVENUES	213,092.00	20,788.51	20,788.51	192,303.49	9.76
040-EXPENDITURES	315,400.00	6,759.17	6,759.17	308,640.83	2.14
Fund 285:					
TOTAL REVENUES	213,092.00	20,788.51	20,788.51	192,303.49	9.76
TOTAL EXPENDITURES	315,400.00	6,759.17	6,759.17	308,640.83	2.14
NET OF REVENUES & EXPENDITURES	(102,308.00)	14,029.34	14,029.34	(116,337.34)	(13.71)
Fund 295 - AIRPORT FUND					
030-REVENUES	99,126.00	11,315.84	11,315.84	87,810.16	11.42
040-EXPENDITURES	118,650.00	1,707.37	1,707.37	116,942.63	1.44
Fund 295:					
TOTAL REVENUES	99,126.00	11,315.84	11,315.84	87,810.16	11.42
TOTAL EXPENDITURES	118,650.00	1,707.37	1,707.37	116,942.63	1.44
NET OF REVENUES & EXPENDITURES	(19,524.00)	9,608.47	9,608.47	(29,132.47)	(49.21)
Fund 590 - WASTEWATER FUND					
030-REVENUES	1,106,281.00	(50,598.72)	(50,598.72)	1,156,879.72	(4.57)
590-EXPENDITURES	1,102,086.00	23,550.65	23,550.65	1,078,535.35	2.14
Fund 590:					
TOTAL REVENUES	1,106,281.00	(50,598.72)	(50,598.72)	1,156,879.72	4.57
TOTAL EXPENDITURES	1,102,086.00	23,550.65	23,550.65	1,078,535.35	2.14
NET OF REVENUES & EXPENDITURES	4,195.00	(74,149.37)	(74,149.37)	78,344.37	(1,767.5)
Fund 592 - WATER FUND					
032-REVENUES	580,800.00	(32,537.43)	(32,537.43)	613,337.43	(5.60)
592-EXPENDITURES	586,914.00	19,204.06	19,204.06	567,709.94	3.27
Fund 592:					
TOTAL REVENUES	580,800.00	(32,537.43)	(32,537.43)	613,337.43	5.60
TOTAL EXPENDITURES	586,914.00	19,204.06	19,204.06	567,709.94	3.27

ACCOUNT DESCRIPTION	2012-13 AMENDED BUDGET	END BALANCE 05/31/2012 NORMAL (ABNORM)	ACTIVITY FOR MONTH 05/31/20 INCREASE (DECR)	AVAILABLE BALANCE NORMAL (ABNORM)	% BDGT USED
Fund 592 - WATER FUND					
NET OF REVENUES & EXPENDITURES	(6,114.00)	(51,741.49)	(51,741.49)	45,627.49	846.28
Fund 661 - MOTOR POOL FUND					
030-REVENUES	301,800.00	22,794.41	22,794.41	279,005.59	7.55
040-EXPENDITURES	345,500.00	9,534.47	9,534.47	335,965.53	2.76
Fund 661:					
TOTAL REVENUES	301,800.00	22,794.41	22,794.41	279,005.59	7.55
TOTAL EXPENDITURES	345,500.00	9,534.47	9,534.47	335,965.53	2.76
NET OF REVENUES & EXPENDITURES	(43,700.00)	13,259.94	13,259.94	(56,959.94)	(30.34)
TOTAL REVENUES - ALL FUNDS	11,509,910.00	151,737.61	151,737.61	11,358,172.39	1.32
TOTAL EXPENDITURES - ALL FUNDS	12,006,411.00	443,730.57	443,730.57	11,562,680.43	3.70
NET OF REVENUES & EXPENDITURES	(496,501.00)	(291,992.96)	(291,992.96)	(204,508.04)	58.81

MEMORANDUM

TO: MICHAEL CAIN; CITY MANAGER *Mc*

FROM: ANDREW KOVOLSKI; PUBLIC WORKS SUPERINTENDENT *AK*

DATE: 6/21/12

RE: DOUGLAS STREET STORM ENGINEERING SERVICES

As you are aware we have an issue with undersized Storm Sewer piping on Douglas St. from the intersection of Pleasant Ave to Lincoln St. The current piping arrangement has 12 and 15 inch pipes from the corner of Cedar St and Douglas St going up hill to tie into the 24 inch line that comes from further south causing a bottleneck in this area. Further complicating this situation is the fact that the current piping does not extend straight to tie into the 36 inch pipe on Division St.; rather it makes a turn to follow Cedar St. to Division. This causes a deadhead situation in the manhole which has caused the system to back up on Division St. several times in the last few years. The water pressure from the back up in the pipes frequently lifts and floats the manhole lids on geysers of water on the section from Lincoln St to Cedar St.

Also included in this project, at Water/Wastewater Superintendent Dan Meads request, is the replacement of 700 feet of Water main and Sanitary Sewer and service leads.

Attached to this memorandum you will find a proposal from C2AE for engineering work to complete this project. This proposal includes Design Engineering, Bid Services and Construction Engineering Services to complete the project from beginning to end. This project will entail the following work:

- Installation of 36 inch storm sewer from Division St. to Lincoln St.
- Installation/ replacement of Water and Sanitary sewer mains and services
- Installation of Asphalt roadway with concrete curb and gutter
- Sidewalk was not included in this project

I would like to get the engineering completed in time to bid this project out in January or February and begin construction as soon as conditions allow in the spring.

RECOMENDATION:

It is my recommendation that the City Commission approve this contract with C2AE for Design Engineering Services in the amount of \$34,095.00 and authorize the City Manager to sign the required documents. Funds for this work are available in this year's Street Department budget.

OPTIONS:

- That this matter be postponed for additional information or consideration
- That this matter be approved subject to some revision
- Other options as determined by the City Commission

Proposal for Engineering Services
Douglas Street Storm Sewer
and Roadway Reconstruction

June 20, 2012

City of Boyne City
Charlevoix County, Michigan





Lansing • Grand Rapids
Gaylord • Escanaba
123 West Main Street
Suite 200
Gaylord, MI 49735

June 20, 2012

P: 989.732.8131
F: 989.732.2714
info@c2ae.com
www.c2ae.com

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

Re: Proposal for Design, Bidding and Construction Engineering Services
Douglas Street Reconstruction

Dear Mr. Cain and City Commissioners:

We are very pleased to provide the City with this proposal for design, bidding and construction phase services for the Douglas Street Reconstruction project. The project limits are from Pleasant Avenue to Lincoln Avenue. The driving force behind this project is the undersized storm sewer in this area. This is a main collector storm sewer serving drainage areas from the south, including the Division Street area. The undersized storm sewer creates a bottleneck which causes storm sewer backups and temporary ponding during intense rain events. The previous C2AE storm system study shows that a 36" diameter storm sewer is recommended for this area.

In addition to the storm sewer improvements, sanitary sewer and water main replacements and full roadway reconstruction would also be included.

This proposal includes a project statement of understanding, scope of services and corresponding fee schedule for design, bidding and construction phase engineering services.

We greatly appreciate the opportunity to submit this proposal for consideration and look forward to continuing to work with the City on this project. If the terms, as stated in this proposal, are acceptable, please return one signed copy to our office. If you have any questions, feel free to contact us. Thank you.

Respectfully Submitted,

C2AE

Larry M. Fox, P.E.
Principal, Director of Northern Michigan Infrastructure

AUTHORIZATION TO PROCEED
City of Boyne City

By: _____

Date: _____

LMF/kb

Attachments

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ARCHITECTURE
ENGINEERING
PLANNING

IT'S THE PEOPLE



Table of Contents

Project Background

Scope of Services

Engineering Fee and Schedule

Standard Contract Provisions



Project Background

The City of Boyne City has requested a proposal from C2AE for engineering services for the reconstruction of storm sewer, sanitary sewer, water main and roadway on Douglas Street from Pleasant Avenue to Lincoln Street, a distance of approximately 680 feet.

The existing two blocks of storm sewer are undersized and create a bottleneck for drainage from the south, including the Division Street area. The City's storm system study shows that a 36" diameter storm sewer is recommended for this area, which would include excess capacity for further expansion of the existing storm sewer system further south of Division Street. Also, since the condition of the roadway is only fair in this area, it is proposed that the existing roadway be replaced at the same time (storm sewer installation would likely require replacement of half of the roadway). The proposed roadway cross section is the City standard D5 section, which consists of a 24' wide HMA surface with 2' concrete curb and gutter on each side. Since the roadway is being replaced, approximately 700 feet of water main and sanitary sewer would also be upgraded and replaced at the same time.

The project will specifically include the following:

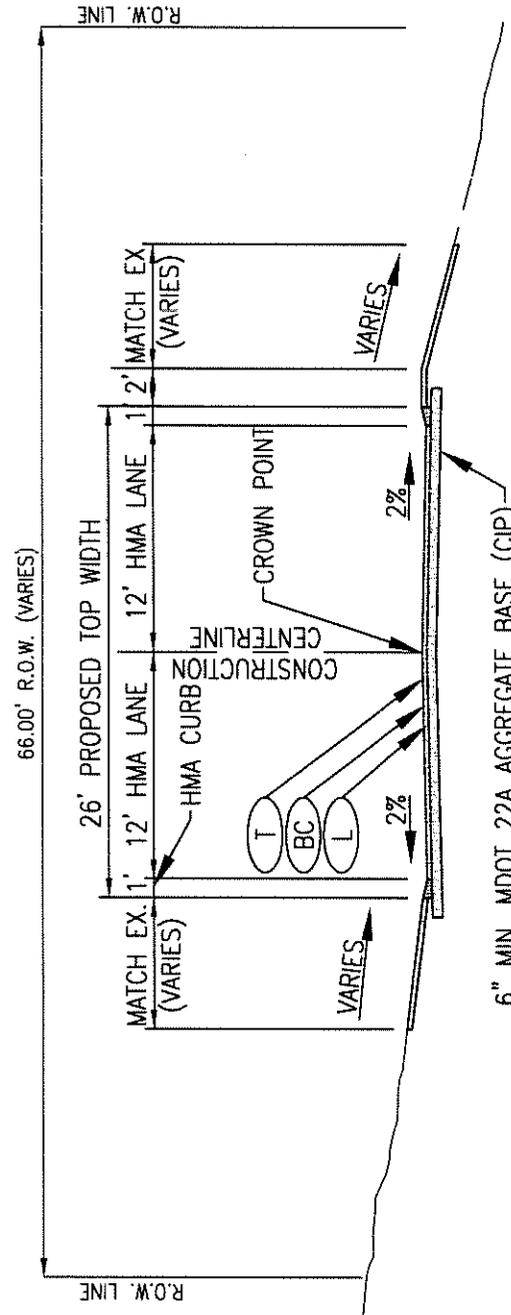
- Replacement of existing 12 inch and 15 inch diameter storm sewer with new 36" diameter storm sewer.
- Replacement of approximately 4 storm manholes and 5 catch basins.
- Replacement of the roadway aggregate base and HMA surface.
- Placement of new concrete curb and gutter.
- Replacement of drive approaches as required to accommodate the new roadway.
- Installation of approximately 700 feet of 6" water main, 300 feet of copper service and 3 gate valves.
- Replacement/installation of sanitary sewer and services, including approximately 300 feet northeast in the alley.
- Restoration
- Sidewalk is not anticipated.

A project location map is attached for additional project background information. The road configuration is proposed to be in accordance with the attached Typical Cross Section D-5, which has concrete curb and gutter and a 24' HMA top width. A preliminary opinion of probable construction cost is also attached.



*TYPICAL COST PER FOOT = \$132
 W/SANITARY SEWER = \$191
 W/WATER MAIN = \$206
 W/SANITARY & WATER = \$265

*INCLUDES STORM SEWER OR CULVERTS



RESTORATION:
 RESTORATION TO BE INCLUDED IN THE "3"
 TOPSOIL & CLASS A SEED" PAY ITEM (TYP).

GRADING LIMITS:
 GRADE UNIFORMLY TO THE REMOVAL LIMITS, TO
 THE EXISTING R.O.W. OR TO LIMITS OF A GRADING
 EASEMENT, AS DIRECTED BY THE ENGINEER, TYP.
 ALL EARTHWORK AND GRADING SHALL BE PAID
 AS "MACHINE GRADING MODIFIED."

3" HMA SURFACE
 13A(T) - 1 1/2"
 13A(L) - 1 1/2"

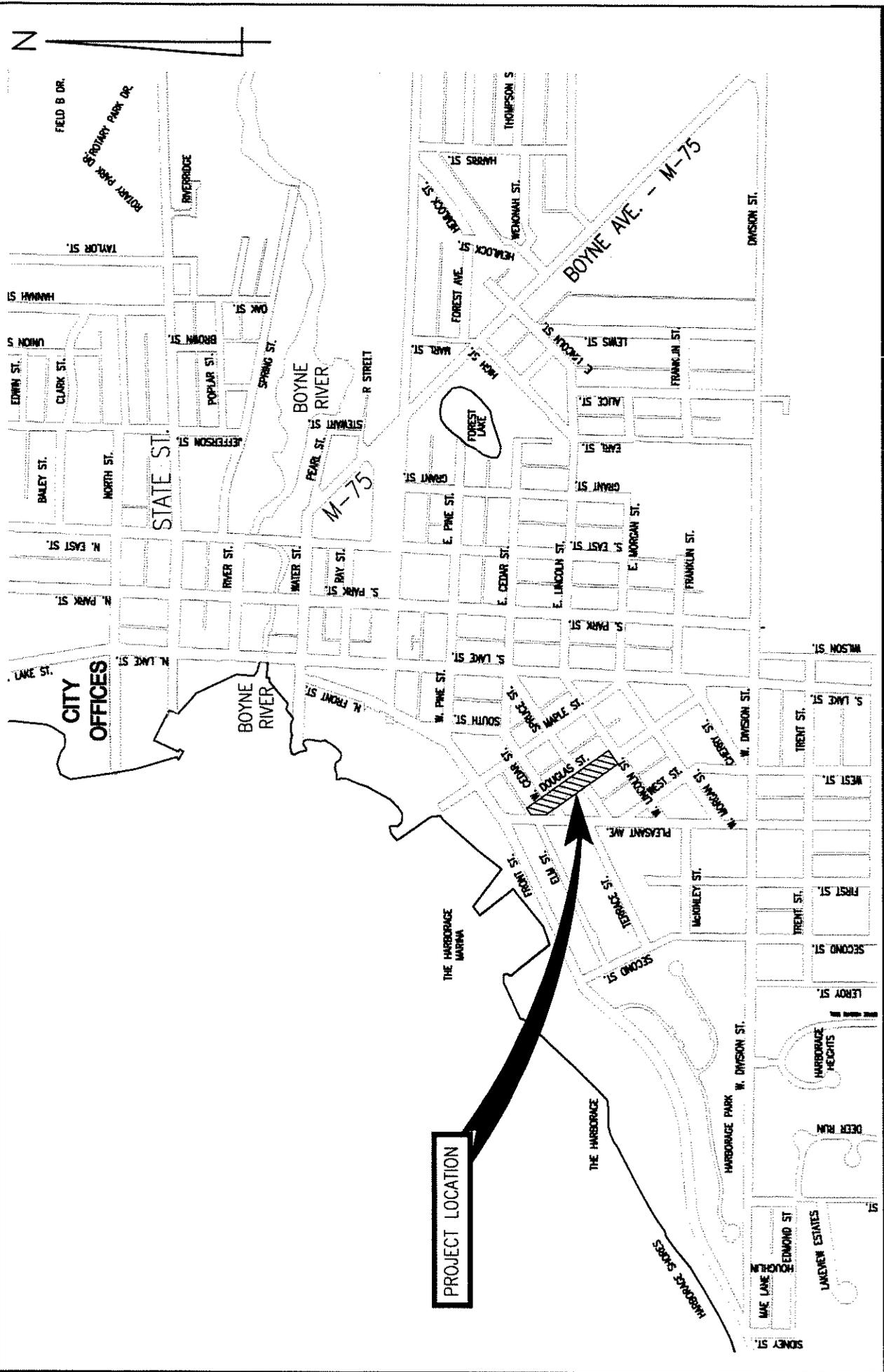
PROPOSED 26' TYPICAL SECTION - LOCAL STREET w/HMA CURB

NO SCALE

TYPICAL SECTION D4
 LOCAL STREET 26' WIDE HMA w/ HMA CURB
 TYPICAL CROSS SECTION

BOYNE CITY STREET INVENTORY
 RATING STUDY & REPORT
 CITY OF BOYNE CITY
 CHARLEVOIX COUNTY, MICHIGAN





DOUGLAS STREET RECONSTRUCTION

CITY OF BOYNE CITY
CHARLEVOIX COUNTY, MICHIGAN

PROJECT LOCATION MAP





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

Lansing - Gaylord - Grand Rapids

CITY OF BOYNE CITY
Douglas Street Storm Sewer and Street Replacement
Preliminary Opinion of Probable Construction Costs

Project Area - Douglas Street from Pleasant Avenue to Lincoln Street

Item #	ITEM DESCRIPTION	Estimated Quantity	Item Unit	Unit Price	Total Price
1	Adjust Drainage Structure or Manhole and Replace Casting	4	EACH	\$750.00	\$3,000.00
2	Remove Drainage Structure or Manhole	4	EACH	\$350.00	\$1,400.00
3	Remove Concrete Curb & Gutter	0	LFT	\$3.00	\$0.00
4	Tree Removals	2	EACH	\$500.00	\$1,000.00
5	Water Main Relocation Detail	1	EACH	\$1,200.00	\$1,200.00
6	Water Main, 6" PVC DR 18	700	LFT	\$25.00	\$17,500.00
7	Gate Valve and Box, 6"	3	EACH	\$750.00	\$2,250.00
8	Water Service, 1" Copper	300	LFT	\$25.00	\$7,500.00
9	Curb Stop & Box, 1 inch	9	EACH	\$400.00	\$3,600.00
10	Connect to Existing Water Main	3	EACH	\$800.00	\$2,400.00
11	2' Dia. Catch Basin including Casting	3	EACH	\$1,200.00	\$3,600.00
12	4' Dia. Catch Basin including Casting	2	EACH	\$1,500.00	\$3,000.00
13	6' Dia. Storm Manhole including Casting	5	EACH	\$3,000.00	\$15,000.00
14	12" Dia. Storm Sewer	150	LFT	\$20.00	\$3,000.00
15	36" Dia. Storm Sewer	680	LFT	\$75.00	\$51,000.00
16	4' Dia. Sanitary Manhole	4	EACH	\$2,200.00	\$8,800.00
17	8" Dia. Sanitary Sewer	900	LFT	\$30.00	\$27,000.00
18	8" Sanitary Sewer Service	300	LFT	\$20.00	\$6,000.00
19	Machine Grading Modified	6.8	STA	\$1,500.00	\$10,200.00
20	6" 22A Aggregate Base	2,000	SYD	\$4.00	\$8,000.00
21	6" Aggregate Surface (alley)	300	SYD	\$4.00	\$1,200.00
22	HMA Pavement (3 inches)	360	TON	\$60.00	\$21,600.00
23	HMA Approach	20	TON	\$75.00	\$1,500.00
24	HMA Curb	0	LFT	\$1.00	\$0.00
25	6" Concrete Drive Approach	900	SFT	\$3.60	\$3,240.00
26	6" Concrete Sidewalk	0	SFT	\$3.60	\$0.00
27	4" Concrete Sidewalk	0	SFT	\$3.00	\$0.00
28	Sidewalk Ramp, ADA	0	SFT	\$6.00	\$0.00
29	Concrete Curb & Gutter, MDOT Detail F-4	1,360	LFT	\$14.00	\$19,040.00
30	Traffic Control and Signage	1	LSUM	\$1,500.00	\$1,500.00
31	Erosion Control Measures	1	LSUM	\$500.00	\$500.00
32	Restoration 3" Topsoil & Seed	1,100	SYD	\$3.00	\$3,300.00

SUBTOTAL=	\$227,300.00
CONTINGENCY =	\$22,700.00
TOTAL=	\$250,000.00

Assumptions:

- No concrete sidewalk
- Typical cross section D4, 24' HMA with 2' Concrete curb and gutter each side
- Soils are good, no undercutting or underdrains required
- Include sanitary sewer and service replacements, including 300' northeast in alley
- Includes water main and service replacement/extension
- Allowance for one water main relocation/conflicts



C2AE proposes to provide design phase services for the Boyne City Douglas Street Storm Sewer and Roadway Reconstruction project as follows:

Design Phase Services

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

Bidding Phase Services

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



5. Execution of Contract Documents: Prepare Contract Documents for execution by the City and the selected contractor.

Construction Phase Services

- i. Construction Administration:
 - a. Preconstruction Conference: Attend and conduct a preconstruction conference to review the project with the City, the contractor, sub-contractor(s), utility companies, and other interested parties. Review project schedule. Record meeting minutes and distribute.
 - b. Consult with the City during construction.
 - c. Prepare modifications and supplementary sketches required to resolve actual field conditions encountered.
 - d. Review product and material certifications. Maintain status of tested materials information.
 - e. Issue instructions from the City to the contractor; issue necessary interpretations and clarifications of contract documents; and prepare required change orders.
 - f. Prepare monthly engineers certificate for payment.
 - g. Attendance at monthly (or more frequent) progress meetings.
 - h. Attend final project inspection with the City and contractor representatives. Prepare final punch list for project completion.
 - i. Prepare Record Drawings.
 - j. Provide electronic information to update the City's GIS/GPS base map.



Construction Phase Services cont.

2. Construction Observation and Testing:
 - a. Provide on-site observation services based upon the type of construction work in progress; provide appropriate reports to the City (to monitor compliance with plans, specifications and all other contract documents).
 - b. Provide survey layout of lines and grades as required to complete construction.
 - c. Provide field material density testing services for backfill, subgrade, base course and bituminous courses.
 - d. Coordinate laboratory testing services for aggregate and concrete cylinders.



Engineering Fee and Schedule

Design and Bidding Phase Services

C2AE proposes to provide design and bidding phase engineering services for this project on a lump sum basis, as follows:

Design Fee	\$13,500	Lump Sum
Bidding Services	\$1,800	Lump Sum

Construction

C2AE proposes to provide the scope of construction engineering services on a time and material basis with the total estimated amount shown below.

Construction Engineering Services	\$21,600	T&M, Estimated Total
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The following assumptions are used to form the basis for the construction engineering fee for the project:

- Construction will be completed within approximately 4 weeks.
- Construction observation and field testing will require one engineering technician full time depending on the type of work on going. We have budgeted for 4 weeks at 50 hours per week.
- Construction administration and record keeping will require a Professional Engineer an average of 8 hours per week for 4 weeks.



*Standard Contract Provisions
Design and Construction*

The parties to this agreement, C2AE, Lansing, Gaylord, and Grand Rapids, 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.



*Standard Contract Provisions
Design and Construction*

- 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.



*Standard Contract Provisions
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- 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.



*Standard Contract Provisions
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- 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



*Standard Contract Provisions
Design and Construction*

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.

MEMO

Date: June 22, 2012

From: Interim Chief of Police Craig Remsberg *CR*

To: City Manager Michael Cain *Mc*

Re: Fireworks ordinance

As you are aware, Michigan has recently enacted a new fireworks law, PA 256 of 2011.

This law has rendered most of our previous city ordinance obsolete. The law section referenced in the current ordinance no longer exists.

The new law does allow for local government to place restrictions on the sale and use of fireworks, but only to a certain extent. It specifically prohibits restrictions as follows: "However, an ordinance enacted under this subsection shall not regulate the use of consumer fireworks on the day preceding, the day of, or the day after a national holiday."

I have spoken with the city attorney regarding the new law and our ordinance. Our old ordinance needs revision, and it is up to the commission to determine how restrictive that new ordinance is.

I have made some suggested revisions to the old ordinance that would allow fireworks use year round. You should have a copy of that. The print in black is the old ordinance as it was, and I believe could be left alone. The print in red is portions of the old ordinance that are no longer applicable, and will have to go. The print in blue is my suggested replacement. The suggested changes are just that, suggestions, at this time. The city attorney has not yet reviewed those changes, and these revisions would allow fireworks use year round.

Also attached should be a copy of Petoskey's proposed new ordinance. Their ordinance would prohibit fireworks entirely, except for those holidays mandated by the new law.

These are two possibilities, and there could be a large range in between. What is needed at this time is the commission's direction on how much the new ordinance restricts (if at all) the use of fireworks within the city limits.

Craig Remsberg
Interim Chief of Police

Sec. 34-112. - Fireworks defined.

The term "fireworks" as used herein means any device made from explosive or flammable compositions used primarily for the purpose of producing a visible display or audible effect, or both, by combustion, deflagration or detonation. The term "fireworks" includes, but is not limited to, the following:

"Firework" or "fireworks" means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.

(1)

"Class B fireworks" defined by section 243a(1)(b) of the Michigan Penal Code (MCL 750.243a(1)(b)).

"Low-impact fireworks" means ground and handheld sparkling devices as that phrase is defined under APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.

(2)

"Class C fireworks" defined by section 243a(1)(c) of the Michigan Penal Code (MCL 750.243a(1)(c)).

"Consumer fireworks" means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States consumer product safety commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks.

(3)

Fireworks exempted from the permit requirement of chapter XXXIX of the Michigan Penal Code (MCL 750.243a et seq.), including, but not limited to, the following:

a.

Flat paper caps containing not more than 0.25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cap;

b.

Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns of a type approved by the director of the department of state police in which paper caps as described in subsection (3)a of this definition are used and which are so constructed that the hand cannot come in contact with the cap when in place for the explosion, and which are not designed to break apart or be separated so as to form a missile by the explosion;

c.

Sparklers containing not more than 0.0125 pounds of burning portion per sparkler;

d.

Flitter sparklers in paper tubes not exceeding one-eighth inch in diameter, cone fountains, and cylinder fountains;

e.

Toy snakes not containing mercury, if packed in cardboard boxes with not more than 12 pieces per box for retail sale and if the manufacturer's name and the quantity contained in each box are printed on the box; and

f.

Toy smoke devices.

(Comp. Ords. 1986, § 20.652; Ord. of 5-13-2003, § 2)

"Novelties" means that term as defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5

and all of the following:

(a) Toy plastic or paper caps for toy pistols in sheets, strips, rolls, or individual caps containing not more than .25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cap.

(b) Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph (a) are used, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.

(c) Flitter sparklers in paper tubes not exceeding 1/8 inch in diameter.

(d) Toy snakes not containing mercury, if packed in cardboard boxes with not more than 12 pieces per box for retail sale and if the manufacturer's name and the quantity contained in each box are printed on the box; and toy smoke devices.

Sec. 34-113. - Posting.

No person, firm or corporation shall sell, offer for sale or give away any fireworks in any store or other sales place unless it shall post a copy of this division in a conspicuous place clearly visible to and readable by customers.

(Comp. Ords. 1986, § 20.661; Ord. of 5-13-2003, § 8)

Sec. 34-114. - Fireworks prohibited by state law.

(a)

No fireworks shall be sold or used within the city which are at any time prohibited to be sold or used under the provisions of any law of the state.

(b)

In addition, the sale or use of the items described in section 243a(3)(c)—(3)(e) of the Michigan Penal Code (MCL 750.243a(3)(c)—(3)(e)) is prohibited.

(Comp. Ords. 1986, § 20.653; Ord. of 5-13-2003, § 3)

Sec. 34-115. - Persons under the age of 18 years.

No fireworks, whether or not permitted by state law, shall be sold within the city to or by any person under the age of 18 years.

(Comp. Ords. 1986, § 20.654; Ord. of 5-13-2003, § 4)

Sec. 34-116. - Use or possession on public property.

No fireworks shall be used, possessed or carried upon any public property by any person regardless of age within the city, including, but not limited to, streets, public parks and beaches except public fireworks which have been authorized by special permit from the city commission under the authorizing provisions of chapter XXXIX of the Michigan Penal Code, (MCL 750.243a et seq.). PA 256 of 2011, Sec. 16.

(Comp. Ords. 1986, §§ 20.655, 20.656; Ord. of 5-13-2003, § 5)

Sec. 34-117. - Use on private property.

Only those fireworks defined in section 34-112(3) may be used on private property. No fireworks shall be used on any private property by any person, regardless of age, without the permission of the owner of the property if the property is unoccupied or by the legal occupant of the property if the property is occupied by a legal occupant.

(Comp. Ords. 1986, § 20.657; Ord. of 5-13-2003, § 6)

Sec. 34-118. - Hours prohibited.

The use of fireworks shall be prohibited within the city limits between the hours of 12:00 midnight 10:30 p.m. and 7:00 a.m., except any public fireworks displays which have been authorized by special permit from the city commission under the authorizing provisions of PA 256 of 2011, Sec. 16. chapter XXXIX of the Michigan Penal Code (MCL 750.243a et seq.).

(Comp. Ords. 1986, § 20.658; Ord. of 5-13-2003, § 7)

Sec. 34-119. - Sale of fireworks.

No person, firm or corporation shall display for sale any fireworks at any place within a store or other sales place to which a customer shall have direct access. No customer shall be permitted to pick up and deliver to the salesperson any fireworks for sale within the store, all sales of fireworks shall be handled by a salesperson 18 years of age or older.

(Comp. Ords. 1986, § 20.659) (This section prohibited by PA256, Sec. 7(1)).

Sec. 34-120. - Sparklers; sparkler wires.

No person shall leave the wire from a sparkler on the ground but shall clean up and remove the wire after use. No person shall throw or drop any sparkler or sparkler wire in any river, stream or lake in or adjoining the city.

(Comp. Ords. 1986, § 20.660)

State law reference— Littering, MCL 324.8901 et seq.

Sec. 34-121. - Penalty.

(a)

Any person who violates any provision of this article is responsible for a municipal civil infraction, subject to payment of a civil fine pursuant to section 1-7.

(b)

Repeat offenses under this article shall be subject to increased fines, as provided by section 1-7.

(c)

Each day in which any violation of this article occurs or continues constitutes a separate offense, subject to separate sanctions. The paying of a fine or sanctions under this article shall not exempt the offender from meeting the requirements of this article.

(d)

To the extent any person violates any provision of chapter XXXIX of the Michigan Penal Code (MCL 750.243a et seq.) that person shall be guilty of a misdemeanor, punishable pursuant to the provisions of law.

ORDINANCE _____

**AN ORDINANCE TO AMEND SECTION 10-19 ENTITLED FIREWORKS OF
THE CITY OF PETOSKEY CODE OF ORDINANCES**

THE CITY OF PETOSKEY ORDAINS:

1. Section 10-19 of the City of Petoskey Code of Ordinances entitled Fireworks, is hereby amended to read in its entirety as follows:

Section 10-19.

- (a) The term "Firework" or "fireworks" means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects, as defined by the Michigan Fireworks Safety Act, Act 256 of 2011.
- (b) The sale, discharge, storage, transportation and distribution of fireworks in the City of Petoskey shall be governed by the Michigan Fireworks Safety Act; Act 256 of 2011.

The use of low impact fireworks, as defined in the Michigan Fireworks Safety Act of 2011, (ground and hand held sparkling devices) will be permitted year-round.

- (c) Use of Consumer fireworks, as defined in the Michigan Fireworks Safety Act, in the city of Petoskey is limited to the day before, the day of, and the day after, a federal holiday, contingent on the following:
 - i. Fireworks shall not be sold to a minor.
 - ii. No person under the age of 18 years shall use, possess, explode or cause to explode any fireworks, as defined herein, within the city.
 - iii. No person under the age of 18 years shall buy, purchase, acquire or obtain any fireworks, as defined herein, within the city.
 - iv. A person shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's express permission.
 - v. For purposes of this ordinance, Federal Holidays are: New Year's

Day, Birthday of Martin Luther King Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas Day.

- (d) Upon application in writing to the City of Petoskey by any association or group of individuals for the public display of fireworks, the Director of Public Safety may grant permission for such display, subject to such conditions as the Director of Public Safety or his designee may impose to properly safeguard the public, both as to persons and property; and subject to the provisions of the Michigan Fireworks Safety Act, Act 256 of 2011, section 28.466.
 - (e) Persons who violate a provision of this Code or fail to comply with any of the requirements thereof, shall be guilty of a municipal civil infraction and subject to the civil fines set forth in the schedule of civil fines in Ordinance No. 674, being the City of Petoskey's Municipal Civil Infraction Ordinance, as amended, and shall be subject to any other relief that may be imposed by a court for such conduct, which shall also be considered a nuisance per se. Each act of violation and each day upon which such violation occurs shall constitute a separate violation.
2. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.
 3. This Ordinance shall take effect fifteen (15) days following its enactment and shall be published once within seven (7) days after its enactment as provided by Charter.

Adopted, enacted and ordained by the City of Petoskey City Council this _____ day of _____, 20____.

William Fraser
Its Mayor

Alan Terry
Its: City Clerk-Treasurer

MEMORANDUM**TO: MICHAEL CAIN; CITY MANAGER** *Mc***FROM: ANDREW KOVOLSKI; PUBLIC WORKS
SUPERINTENDENT** *AK***DATE: 6/21/12****RE: N. BOYNE BRUSH GRINDING**

Once again it is time to have the brush pile at the North Boyne Yard chipped and hauled away. I contacted the two previous bidders for this work Zellar Bark & Trucking and Northeast trucking for pricing of this years work.

Northeast Trucking's bid of \$5,500.00 was the only one received. A copy of their quote is attached for your review. As you may recall they were the low bidder last year and this years bid is for the same price as last year. I feel the brush pile is at least as large as last years. Zellar Bark left a message stating they would not be submitting a bid this year.

It is my recommendation that the City Commission approve Northeast Trucking bid of \$5,500.00 to grind the brush pile and haul away the chips at the North Boyne Yard and authorize the City Manager to sign the required documents.

NORTHEASTERN TRUCKING LLC

8075 M-65
POSEN, MI 49776
989-766-9909

Invoice

Date	Invoice #
6/11/2012	698

Bill To
BOYNE CITY

P.O. No.	Terms	Project

Item	Description	Rate	Quantity	Amount
LABOR	GRIND BRUSH PILE ON ROBINSON ST APPROXIMATELY 1 WEEK TO COMPLETE DEPENDING ON THE WEATHIER WE WILL HAUL AWAY MATERIAL FREE OF DEBRIS	5,500.00		5,500.00

1 1/2 % ON ALL PAST DUE ACCOUNTS (ANNUAL PERCENTAGE RATE 18%)	Total	\$5,500.00
	Payments/Credits	\$0.00
	Balance Due	\$5,500.00

CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*
From: Scott McPherson, Planning Director *SM*
Date: June 26, 2012
Subject: Lot Reconfiguration Ordinance Review Request

**Background**

In 1998 the State of Michigan passed the Land Division Act which established the requirement of municipal review and approval prior to the division of any lands in the State. The act does not stipulate the method of review or who the approving authority needs to be, only that the approval must be completed in 45 days. To establish a procedure for reviewing lot divisions and reconfigurations in accordance with the Land Division Act the City adopted the Lot Configuration and Adjustment ordinance in 2001. The Ordinance put in place a review and approval procedure that requires a review of proposed lot splits or reconfigurations by the zoning administrator and the Planning Commission prior to the final approval by the City Commission.

Discussion

The number, size and area of parcels are specifically regulated by the state statute and zoning ordinance requirements. Proposed divisions that meet all the requirements must be approved and proposed division that do not must be denied. The municipality has no discretion in the review. The current process in the City for lot divisions and reconfigurations is to have staff complete a review of the proposed division to make sure it is in compliance with the statute and ordinance requirements and then submit it to the Planning Commission and City Commission for review and approval. Typically applications are approved as part of the consent agendas. Given that there is no discretion in the decision, it is the opinion of staff that the current approval procedure for lot reconfigurations is too complicated and time consuming and is not warranted. It is staffs opinion that lot reconfiguration applications could be handled more efficiently if the review and approval process are completed administratively by City staff. After reviewing with the Planning Commission the issues staff had with the existing lot configuration ordinance the Planning Commission concurred with the staff recommendation that the existing ordinance should be changed.

Recommendation

The City Commission should review the issue and make a determination if the existing Lot Configurations or Adjustment ordinance should be changed to have the review and approval process for land divisions and lot reconfigurations applications completed administratively by City staff

Options

1. Determine that the Lot Configurations or Adjustments ordinance should be changed and have a draft ordinance brought back to the City Commission for review.
2. Determine that the ordinance should not be changed.
3. Other action as the Commission deems appropriate.

MEMORANDUM

TO: MICHAEL CAIN; CITY MANAGER

Mc

FROM: ANDREW KOVOLSKI; PUBLIC WORKS SUPERINTENDENT

AJK

DATE: 6/22/12

RE: BUSINESS PARK ROAD IMPROVEMENTS

As you are aware we have an issue with vehicles running off the road edges in the curves and at intersections of the Business Park roads. During wet weather this causes the gravel shoulders to push away from the road edge which allows the edge to start to break up. We also noted that there were some drainage issues at the Precision Edge site and at the building Classic Instruments purchased. The EDC/LDFA Board authorized the hiring of C2AE to find the remedies for these situations.

Their recommendations are as follows:

- Reconstruct the intersection of Moll Drive and Lexamar Drive; and the intersection of Lexamar Drive and Airview Drive to increase the turn radius of the corners. This will involve total reconstruction of the road surface at the intersection and the installation of concrete curb at these locations.
- Widening of the driving lanes on the inside radius of the curves on Lexamar Drive. This will involve the installation of a 6 foot wide extension of the asphalt surface. This will taper out as you enter the curve and back out as you exit the curve.
- Installation of a culvert crossing at the Moll Dr and Lexamar Dr intersection to allow water to flow to the east to the ditch system along that section of the road.
- Installation of a cross culvert Just to the north of the planned new entrance to the Classic Instruments facility to catch excess water flow in to their parking/ loading dock area.

Attached to this memorandum is a map showing the locations of these road improvements.

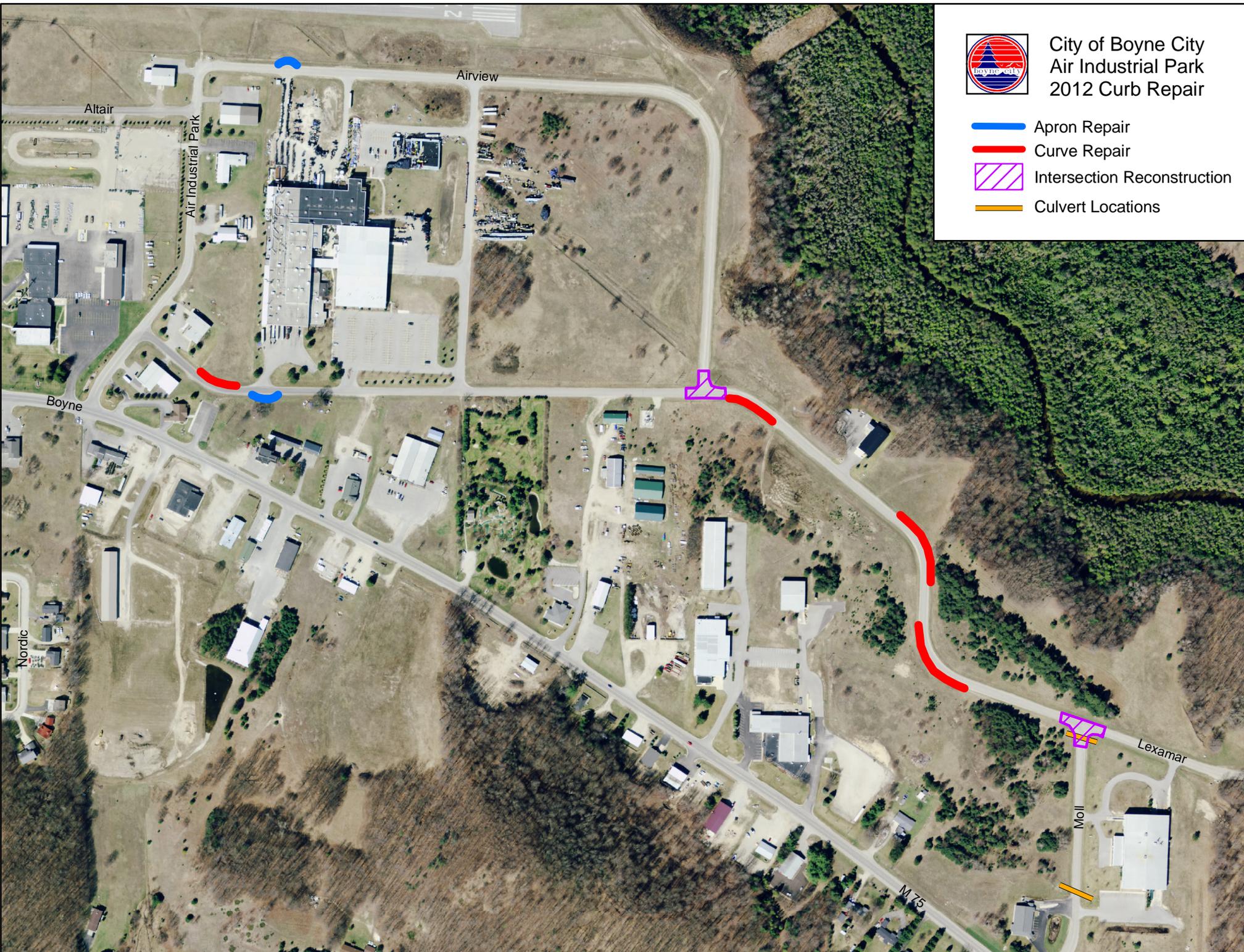
At this time all engineering is complete and the project is ready to go out for bids. I anticipate this project to take 3-4 weeks to complete.

This presentation is brought to the City Commission for informational purposes only. No action is required by the City Commission for this project to move forward.



City of Boyne City Air Industrial Park 2012 Curb Repair

-  Apron Repair
-  Curve Repair
-  Intersection Reconstruction
-  Culvert Locations



MEMORANDUM

TO: MICHAEL CAIN; CITY MANAGER *Mc*

FROM: ANDREW KOVOLSKI; PUBLIC WORKS SUPERINTENDENT *AK*

DATE: 6/22/12

RE: LOADER PURCHASE

In this fiscal year's Motorpool budget is the replacement of the 2003 John Deere 544H wheel loader. This machine has been an excellent piece of equipment and has performed admirably. However as I stated during the budget sessions with the City Commission it is at the point where the probability of expensive repairs is quickly approaching. At this point it needs to have all of the pivot bushings for the steering and loader arms and bucket replaced. This will cost an estimated \$7,000.00 to 10,000.00. Also at this time the Radiator is seeping where the filler neck attaches to the tank; this repair will cost approximately \$2,500.00.

Attached to this memorandum you will find specification sheets for the loader I am recommending the City purchase. It is a John Deere 524K loader. It is a slightly smaller machine that matches the performance of our existing 544H machine and is less expensive than the current model 544H. It also meets all current EPA emissions standards.

During the budget process the Commission asked that we consider the purchase of a skid steer instead of the loader and keep the current loader we have at the North Boyne Yard to perform tasks only there. While I believe a skid steer is an excellent piece of equipment I do not believe it is capable of replacing the loader on most of the jobs it is utilized on outside of its uses at North Boyne. As an example, during a windstorm last fall we had numerous trees fall into roads. The loader was able to quickly respond to those areas to push those trees out of the road to allow traffic to flow. In one instance it was critical for that to happen as there was an ambulance run that had to pass through. A skid steer does not travel very quickly and is not designed for traveling very far. It is meant to be a machine used on a jobsite and trailered to the next jobsite. The loader is also used to load trucks on projects, move large items such as manholes on projects, load trucks when we are hauling snow piles out of the downtown area. Because of its small sized bucket a skid steer would not be time efficient to perform truck loading operations as they typically have a $\frac{3}{4}$ to 1.25 yard bucket. The loader has a 2.75 yard bucket.

Also mentioned during that meeting were attachments available for skid steers that could prove useful. Pallet forks, brooms, mowers and snow blowers are all available for skid steers. We currently have other machines in our inventory that we already have those attachments for. We have pallet forks for the loader and the small JCB Backhoe. For the

Trackless Municipal Tractor we have a sidewalk snow blower and a articulating Flail Mower for road side mowing and rough terrain mowing. For the Holder Municipal Tractor we have a large snow blower used for loading trucks after we windrow snow downtown and a 12 foot gull-wing mower for mowing large areas such as the airport. As for brooms we have those for the Small JCB Backhoe and the Kubota mower we use when conditions permit in the downtown for sidewalk snow removal.

As you can see we already have equipment to do the jobs a skid steer could do for us. Having excess duplicity in equipment is, in my opinion, neither operationally or fiscally responsible and is not a recommendation I would in good conscience make.

Also attached to this memorandum is a Quote from AIS Equipment of Traverse City for a new John Deere 524K loader, to our specifications, for the amount of \$100,738.90. This pricing is through Mi Deal, the state purchase program. As you can see from the quotation the state purchase program offers a very large discount on this equipment. This price also reflects the trade-in value of our current loader of \$32,000.00.

RECOMMENDATION:

That the City Commission approve the purchase of the John Deere 524K loader from AIS equipment for the amount of \$100,738.90 and authorize the City Manager to sign the required documents. Funds for this purchase are available in this year's Motor pool budget.

OPTIONS:

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

Equipment Details

Prepared For: Andy Kovolski
 319 N. Lake Street
 Boyne City, MI 49712
 Phone: 231 582 0375
 Email: maintenance@boynecity.com

Dealership: Daniel Novak
 AIS CONSTRUCTION EQUIPMENT C
 8300 M72 EAST
 WILLIAMSBURG, MI 49690
 Phone: 2312675060
 Email: dnovak@aisequip.com

Date May 04, 2012

Offer Expires: 30 days

All amounts are displayed in USD

524K LOADER

Code	Description	Qty	List Price
7550T	524K LOADER		

Options

Required Items:

1700	JDLINK Ultimate Cellular for Certified Countries in the Americas, excluding Costa Rica	1	
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JDLINK list of Certified Countries: _____
 JDLINK Ultimate includes 3 years of cellular message service. Thereafter, JDLINK Ultimate cellular message service is \$50/month. JDLINK Select cellular message service is \$25/month. Go to www.StellarSupport.com to renew or update JDLINK subscriptions.

0914	John Deere PowerTech PVX 6.8L meets EPA IT4 and EU Stage IIIB Emissions (141 Net Peak hp)	1	
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(&UPDATED 243MAR12)

NOTE:

- * Requires JDLINK code 1700.
- * For use only in areas where EPA Interim Tier 4/EU Stage IIIB is required.

Turbocharged
 Wet Sleeve Cylinder Liners
 *Programmable Auto-Idle and Auto-Shutdown
 *Selected Idle Adjustment from 900-1250 RPM
 *Starter Protection
 Automatic Derating for Exceeded System Temperatures
 Electronically Controlled Fuel Delivery System
 Serpentine Drive Belt with Automatic Tensioner

Under Hood Dual Element Air Cleaner with Restriction Indicator
 Under Hood Prescreened Air Intake
 Under Hood Muffler with Curved Exhaust Stack
 Dual-Stage Fuel Filter and Water Separator
 500 Hour Vertical Spin-on Oil Filter

1510	Standard Fan Drive	1
1430	Air Intake System with Centrifugal Precleaner Engine	1
1310	Engine Exhaust with Flat Black Curved Stack	1
1210	100 amp Alternator	1
	For use with Engine code 0910, 0911 or 0914.	
0810	524K Standard Gathering Group	1
	Includes: Main Counterweight Rear Hanging Step Rear HD lights Fuel Tank and Lines Labels and Trim	
1010	524K Loader	1
2010	Z-BAR	1
2432	3 Function -- Joystick with FNR and 3rd Function Auxiliary Control Lever	1
	1 lever controls both boom and bucket and 2nd lever controls auxiliary functions. Includes auxiliary hydraulic lines to boom cross tube.	
2120	Steering Wheel Only	1
	Steering Wheel remains without Joystick Steering. Requires code 2220 or 2230 Seat.	
1910	Greased Steering Cylinders Joints	1
8419	ROPS Quiet Cab with Heater	1
	Includes: Heater Defroster and pressurizer Front and rear intermittent windshield wipers and washers (1) inside and (2) outside rear view mirrors Left and right rear side windows open 2.5" (65 mm) for ventilation Sun visor	
8455	ROPS W/O A/C-NO A/C CHARGE	1
	NOTE: Requires code 8415 or 8419	
2220	Standard Fabric, Back Rest Extension, Air Suspension Seat	1
	NOTE: Fabric Covered Seat with Back Rest Extension includes full adjustment, Lumbar, and Air Suspension with full damping capability.	
2510	Ride Control	1
	Bottom Guards are recommended in applications where underside is vulnerable.	
1610	Standard Fuel Filter & Water Separator	1
1110	4-Speed Transmission	1
3049	High Traction - Front & Rear Hydraulically Locking Differential Axles	1

3120	Manual Differential Lock	1
4412	20.5R25 L2 Single Star VUT Bridgestone Radial Tires w/ 3 pc. Rims	1
5550	Full Front and Rear Fenders For Muddy Applications	1
7120	Heavy Duty LED Turn Signal and Marker Lights	1
8320	Heated Outside Mirrors	1
8220	Rear Cast Bumper/Counterweight with Rear Hitch and Locking Pin	1
2605	English Labels and Decals	1
Optional Items:		
8560	Z-BAR Hydraulic Attachment Coupler	1
When ordered with 3rd function hydraulics, plumbing out to the coupler is included. (JRB compatible)		
8825	2.75 Cu. Yd. (2.1 Cu. M.) 100 in. Wide GP Coupler Bucket with Bolt-on Cutting Edge	1
Configuration Total:		\$201,906.00

Summary

All amounts are displayed in USD

Equipment Totals (includes "Other Charges")	Qty	Each	Extended
524K LOADER	1	\$201,906.00	\$201,906.00
Total Equipment Group Price:			\$201,906.00

Additional Charges

Freight:	+/-	\$0.00
Setup & Delivery:	+/-	\$0.00
Discounts:	+/-	(\$70,667.10)
Trade In Allowance:	+/-	(\$32,000.00)
Extended Warranty:	+/-	\$0.00
Taxes:	+/-	\$0.00
manuals	+/-	\$1,500.00
Total Additional Charges:		(\$101,167.10)

Additional Information

Waiting for a trade in value of your current loader

Total Delivered Price:	1	\$100,738.90
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Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.
Some additional charges may apply.



AIS Construction Equipment
 8300 M-72 East
 Williamsburg, MI 49690
 PHONE 231-267-5060 / FAX 231-267-5257

John Deere 524K - STATE BID SUMMARY (MI DEAL)

Customer			
Name	City of BOYNE CITY - DPW		
Address	319 N. Lake Str.		
City	Boyne City	State MI	ZIP 49712
Phone	231 582 0375		

Misc	
Date	5/4/2012
Attn	A.Kovolski
Rep	D.Novak
Contact	231-631 6168
dnovak@aisequip.com	

Qty	Description	Unit Price	TOTAL
1	NEW Wheel Loader - John Deere 524 K 2012 model (see attachment Equipment Details)		
	TOTAL COST after municipal discout applied via MI Deal STATE CONTRACT # 071B130116		\$ 132,738.90
	This price includes delivery to Boyne City DPW, manuals and full one year manufacturers warranty		
1	TRADE IN VALUE USED Wheel Loader - John Deere 544 sn DW544HX589490 hourmeter 9,870 hours in operating condition, inspected 4/2012		\$ (32,000.00)

SubTotal	na
Shipping	na
MI Sales Tax	na

Payment
TERMS: bid valid for 30 days payment due 30 days after delivery DELIVERY in 90-120 days from PO

TOTAL NET DUE \$ 100,738.90

QUOTED PRICES FIRM FOR 30 DAYS. ALL QUOTES SUBJECT TO AVAILABILITY.

June 2012

June 2012						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2012						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
				June 1	2 8:00am Farmers Market
					3
4	5 5:00pm ZBA	6 8:00am Farmers Market 6:00pm Hannah St. Public Info (City Hall)	7 8:30am Main Street Board mtg. 6:00pm Parks & Rec	8	9 Mark Madness Michigan Mountain Mayhem 8:00am Farmers Market
					10 Mark Madness
11	12 7:00pm City Commission	13 8:00am Farmers Market	14 Flag Day (United States)	15 6:00pm Stroll the Streets	16 Pink Ribbon Ride Young Americans 8:00am Farmers Market
					17 Father's Day (United States)
18 5:00pm Planning Commission 7:00pm Historical Commission	19	20 Evenings @ the Gazebo 8:00am Farmers Market	21	22 6:00pm Stroll the Streets	23 8:00am Farmers Market
					24
25	26 12:00pm City Commission	27 Evenings @ the Gazebo 8:00am Farmers Market	28 5:30pm Airport Advisory Board 6:30pm Housing Commission	29 SOBO Arts Fest	30 8:00am Farmers Market

July 2012

July 2012						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2012						
S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
					July 1
2	3	4	5	6	7
		Evenings @ the Gazebo Independence Day (United States) 8:00am Farmers Market		6:00pm Stroll the Streets	8:00am Farmers Market
					8
9	10	11	12	13	14
12:00pm EDC/LDFA	7:00pm City Commission	Evenings @ the Gazebo 8:00am Farmers Market	6:00pm Parks & Rec	Boyne Thunder 6:00pm Stroll the Streets	8:00am Farmers Market
					15
16	17	18	19	20	21
		Evenings @ the Gazebo 8:00am Farmers Market		6:00pm Stroll the Streets	Pooch Fest 8:00am Farmers Market
					22
23	24	25	26	27	28
	12:00pm City Commission	Evenings @ the Gazebo 8:00am Farmers Market	5:30pm Airport Advisory Board 6:30pm Dancin in the Streets 6:30pm Housing Commission	Antique Flywheelers 6:00pm Stroll the Streets	8:00am Farmers Market
					29
					Antique Flywheelers
30	31				
5:00pm Planning Commission					

August 2012

August 2012							September 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
		August 1	2	3	4
		Evenings @ the Gazebo 8:00am Farmers Market	8:30am Main Street Board mtg. 6:00pm Parks & Rec	Polish Festival 6:00pm Stroll the Streets	Ride the Charx 8:00am Farmers Market Polish Festival
6	7	8	9	10	11
	Primary Election 5:00pm ZBA	Evenings @ the Gazebo 8:00am Farmers Market		Antique Auto Show/Flea Market 6:00pm Stroll the Streets	Summer Celebration 8:00am Farmers Market
13	14	15	16	17	18
	7:00pm City Commission	Evenings @ the Gazebo 8:00am Farmers Market		6:00pm Stroll the Streets	8:00am Farmers Market
20	21	22	23	24	25
5:00pm Planning Commission	7:00pm Historic District 7:00pm Historic District	Evenings @ the Gazebo 8:00am Farmers Market	5:30pm Airport Advisory Board 6:30pm Dancin in the Streets 6:30pm Housing Commission	6:00pm Stroll the Streets	8:00am Farmers Market
27	28	29	30	31	
	12:00pm City Commission	Evenings @ the Gazebo 8:00am Farmers Market		6:00pm Stroll the Streets	