



City of Boyne City

Founded 1856

319 N. Lake Street

Boyne City, Michigan 49712
www.boynecity.com

Phone 231-582-6597
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BOYNE CITY
CITY COMMISSION REGULAR MEETING
Boyne City Hall
319 North Lake Street
Tuesday, October 13, 2015 at 7:00 p.m.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission, staff, or the public may ask that any item(s) on the consent agenda be removed and placed as the last item under new business to receive full discussion. Such requests will be automatically respected.
 - A. Approval of the September 22, 2015 City Commission regular meeting minutes as presented
 - B. Approval of Traffic Control Orders
Consideration to confirm Traffic Control Orders #132, 133 and 134, establishing two hour parking spaces on the north and south side of Water St, west of Front and increase the speed limit on Marshall Rd in the City from 25 to 35 mph.
4. HEARING CITIZENS COMMENTS (on non-agenda items; 5 minute limit)
5. CORRESPONDENCE
 - A. Correspondence from Charter Communications regarding rate adjustments
6. CITY MANAGER'S REPORT
7. REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES
 - A. Draft Minutes of the September 01, 2015, Airport Board Meeting
 - B. Draft Minutes of the September 03, 2015, Main Street Board Meeting
 - C. Draft Minutes of the September 09, 2015, Parks & Recreation Board Meeting
 - D. Draft Minutes of the September 14, 2015, Economic Development Corporation Board Meeting
 - E. Draft Minutes of the September 14, 2015, Local Development Finance Authority Board Meeting
 - F. Draft Minutes of the September 21, 2015, Planning Commission Meeting
 - G. Draft Minutes of the September 21, 2015, Historical Commission Meeting

An Equal Opportunity Provider and Employer

Hometown Feel, Small Town Appeal

8. OLD BUSINESS

- A. Public Hearing for the Boyne City Master Plan
Consideration to pass a resolution of adoption of the plan
- B. Revised ACD Antenna Package
Consideration to approve the revised draft agreements that would allow for the installation of five cellular antennas as requested by ACD at various locations in the City

9. NEW BUSINESS

- A. Public Hearing for Dilworth Hotel Blight Elimination and Job Creation Project
Consideration to pass a resolution on the project authorizing the application for the Community Development Block Grant
- B. Parkview Apartments Payment in lieu of taxes request
Consideration of first reading of the PILOT Ordinance and schedule a second reading at the November 24th City Commission meeting and a second motion to reschedule the November 24th City Commission meeting from noon to 7 p.m.
- C. Request of License for use of City Property
Consideration to approve granting a license agreement for a dumpster enclosure on the west side of the building and deny the request for the designation of a handicap parking space at 112 S Park St.
- D. Vacate Alley
Consideration to proceed with the alley vacation request between lots 95 and 101, next to 130 W Lincoln St.
- E. Non-Motorized Trail Agreement
Consideration to authorize the City Manager and City Clerk to execute the contract documents proposed by MDOT for \$768,900 for phase one of the Boyne City to Charlevoix Trail.
- F. Veteran's Park Pavilion Grant
Consideration to review and approve documents for a \$10,000 allocation from the Charlevoix County Parks Millage, and for receipt of future grant funds for the pavilion project.
- G. Tree Removal Bids
Consideration to award the bid to All Aspects Forestry for the amount of \$16,500 to remove 33 trees and trim 6 trees.
- H. Tree Planting Bids
Consideration to approve the contract with Robinson's Landscape and Nursery in the amount not to exceed \$14,345, to plant 58 trees.

10. GOOD OF THE ORDER

11. ANNOUNCEMENTS

- The next regular City Commission meeting is scheduled for Tuesday, October 27, 2015 at Noon.

12. ADJOURNMENT

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



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

**SEPTEMBER 22, 2015
REGULAR MEETING**

RECORD OF THE PROCEEDINGS OF THE REGULAR BOYNE CITY COMMISSION MEETING DULY CALLED AND HELD AT BOYNE CITY HALL, 319 NORTH LAKE STREET, ON TUESDAY SEPTEMBER 22, 2015

CALL TO ORDER

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

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

Absent: None

Staff: Cindy Grice, Michael Cain, Jeff Gaither, John Lamont, Andy Kovolski, Mark Fowler, Lori Meeder, Lisa Schrock, Scott McPherson, Patrick Kilkenny and Barb Brooks

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

**CONSENT AGENDA
MOTION**

2015-09-116
Moved by Sansom
Second by Gaylord

2015-09-116A
Approval of the September 8, 2015 City Commission regular meeting minutes as presented
2015-09-116B
Approval of the EDC Board's recommendation to reappoint Michelle Cortright to the EDC Board, with her term expiring March 11, 2021.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

CITIZENS COMMENTS

Chamber Director Jim Baumann introduced the Leadership Charlevoix County participants in attendance of the meeting. The City Commissioner candidate forum will be held on October 8. The State of the Community luncheon will be held on October 15 at Boyne Mountain.

Lori Meeder announced the upcoming Harvest Festival for October 2 and 3. Lori also recognized Karen Guzniczak for her tireless efforts organizing the Stroll the Streets events for the past several years. It is a very successful part of our downtown and Karen's efforts are very much appreciated.

Bob Brooks from the Parkview Apartments requested assurance that his PILOT request would be on the October 13, 2015 City Commission Agenda.

Bill Kuhn provided an update on the Archery Event this coming weekend at Avalanche.

CORRESPONDENCE

Correspondence from the State of Michigan Liquor Control Commission

regarding Magnum Hospitality, Inc, 1 Water, Suite 100, Boyne City, MI (Café Sante) and also regarding Magnum Hospitality, Inc, 117 Water, Boyne City, MI (Red Mesa) was received and filed.

CITY MANAGERS REPORT

City Manager Cain reported:

- The construction projects are moving forward, including the DPW facility, the Court Street construction and the Division Street boring.
- The Good Neighbor Food Pantry opens today
- There will be a playground public information meeting next Wednesday
- Absentee ballots have arrived and are available

CITY EMPLOYEE 30 YEAR ANNIVERSARY

City Manager Cain introduced former City Manager Randy Frykberg who read the letter he wrote to now City Clerk / Treasurer Cindy Grice when she was hired as a city staff member in 1985. Former and current co-workers were also in attendance, along with Charlevoix County Clerk Cherie Browe who helped celebrate Cindy's 30th anniversary.

Recess Meeting

MOTION

2015-09-117

Moved by Grunch
Second by Towne

To recess the meeting briefly for a short refreshment reception at 12:30 p.m.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

Reconvene Meeting

MOTION

2015-09-118

Moved by Grunch
Second by Towne

To reconvene the meeting at 12:47 p.m.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES

The August, 2015 Financial Statement was received and filed.

Charlevoix Community Foundation Grant - Last River Draw Sculpture Grant

Consideration to authorize the Main Street Design Committee to submit a grant in the amount of up to \$1,500 to the Charlevoix County Community Foundation on behalf of the City and authorize the City Manager to sign the necessary documents.

Main Street Director Lori Meeder discussed Main Street Design Committee's planning of the project called the "Last River Draw". It is a proposed life-like bronze structure of a logger on the edge of the Boyne River pulling out a log with a pike pole that would be a wonderful representation and depiction of our lumbering heritage while embracing our commitment to art in public places. The total project cost is estimated at \$50,000. The MEDC grant request of \$25,000 requires a local match of

\$25,000. The MEDC and the Michigan Municipal League have developed funding in conjunction with a crowd funding site called Patronicity. This is an innovative way to generate public interest in a project and raise money for revitalizing public spaces within a community. The MEDC has encouraged the City to apply for a matching grant through the crowd funding program known as "Public Spaces-Community Places". If our application to the MEDC is successful, they will help us produce a short video that will be shared digitally on social media to promote the project and encourage donations toward the project. This also helps people feel a part of the project, creates an ownership to the project and a sense of community pride.

This grant request is for \$1,500 with the committee responsible for the remaining local match of \$23,500. The design committee is already working on local fund raising efforts with some verbal commitments for funds already in place. City Manager Cain added that he is in full support.

Staff Comments: None

Citizens Comments: None

Board Discussion: Commissioner Sansom said she is in favor of the bronze sculptures, it is something we are lacking in and she is in full support. Commissioner Gaylord is in full support; we will get the proper permits. Commissioner Neidhamer, Mayor Grunch and Mayor Pro-Tem Towne are in full support as well.

2015-09-119

Moved by Neidhamer

Second by Sansom

MOTION

To authorize the Main Street Design Committee to submit a grant in the amount of up to \$1,500 to the Charlevoix County Community Foundation on behalf of the City and authorize the City Manager to sign the necessary documents

Ayes: 5

Nays: 0

Absent: 0

Motion carried

**475 North Lake Street
Open Space**

Consideration to authorize staff to research funding sources, complete grant applications / funding requests for funds to purchase the property at 475 North Lake Street and authorize the City Manager to submit all of the required documents.

City Manager Cain discussed the need to investigate funding sources and grant options for funds to purchase the 475 N Lake Street property. The largest funding source is through the DNR Michigan Natural Resources Trust Fund for property acquisition. If approved, this grant would provide up to 75% of the appraised value and the City would be required to come up with 25% match and any difference between the appraised value and purchase price. At the time of the grant application, the DNR requires the City to have their portion of the match secured.

Some of the grant agencies have regular deadlines or cycles we are aware of in advance. Other times, funding opportunities come up without a lot of notice. At times, due to these submittal deadlines, it is not always practical to bring it before the commissioner at a regular meeting. City staff is requesting permission to seek out and apply for funds wherever and whenever possible to raise the money to meet the goal of the necessary funds to purchase the 475 North Lake Street open space property.

Staff Comments: None

Citizens Comments: None

Board Discussion: Commissioner Gaylord said he is in absolute support of giving staff approval to aggressively seek legal funding. We know what our timelines is. Mayor Pro-Tem Towne said the sooner we get the funds, the better. Commissioner Neidhamer, Mayor Grunch and Mayor Pro-Tem Towne are in full support as well.

MOTION

2015-09-120

Moved by Gaylord

Second by Sansom

To authorize staff to research funding sources, complete grant applications / funding requests for funds to purchase the property at 475 North Lake Street and authorize the City Manager to submit all of the required documents.

Ayes: 5

Nays: 0

Absent: 0

Motion carried

Valve Asset Management and Exercising

Consideration to approve Wach's Water to perform water valve exercise and management at a cost of \$15,350 and authorize the City Manager to execute the documents.

Water/Wastewater Superintendent Mark Fowler discussed his proposal to perform a Valve Asset Management and Valve Exercising program. This would be a one time through, completed over two years. We would then have the data we need to implement our own valve exercising program, currently our valves are operated on a reactive basis. The cost for the first phase this year is \$15,350.

Staff Comments: None

Citizens Comments: None

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

MOTION

2015-09-121

Moved by Towne

Second by Gaylord

To approve Wach's Water to perform water valve exercise and

management at a cost of \$15,350 and authorize the City Manager to execute the documents.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

DPW Computer Equipment Purchase

Consideration to approve the purchase of an MSI Notebook Computer for the Public Works Superintendent for a price not to exceed \$1,599 and authorize the City Manager to sign the required documents.

Public Works Superintendent Andy Kovolski discussed the proposed purchase of a computer to replace his current one that has become increasing slower and often freezes up. It is currently running on an outdated operating system. It is approximately six years old. As part of the SAW grant application, his computer was one that was scheduled for replacement and would be considered 90% reimbursable as part of that grant when it is awarded in 2016.

Staff Comments: None

Citizens Comments: None

Board Discussion: All Commissioners are in full support of the recommendation.

2015-09-122
Moved by Gaylord
Second by Neidhamer

MOTION

To approve the purchase of an MSI Notebook Computer for the Public Works Superintendent for for a price not to exceed \$1,599 and authorize the City Manager to sign the required documents.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

1996 Ambulance Sale

Consideration to approve to sell the 1996 Chevrolet Ambulance 4 x 4 for \$1,251 to Darcy Kotalik as offered and authorize the City Manager to execute the documents

EMS Director John Lamont discussed the single bid received for the 1996 Ambulance that has been put up for sale. The vehicle has no value to us and has been out of service since the two new ones arrived this Spring. No bids were received after appropriate advertising. This bid was received after the scheduled bid opening time the next day.

Staff Comments: None

Citizens Comments: None

Board Discussion: Commissioner Sansom inquired about the book value

and was told, less than \$1,000. All Commissioners are in agreement with the recommendation.

MOTION

2015-09-123
 Moved by Gaylord
 Second by Neidhamer

To approve to sell the 1996 Chevrolet Ambulance 4 x 4 for \$1,251 to Darcy Kotalik as offered and authorize the City Manager to execute the documents

Ayes: 5
 Nays: 0
 Absent: 0
 Motion carried

Catt Development Lake Street Project

Consideration to approve a resolution appointing City Manager Michael Cain as the Environmental Review and Certifying Officer for the Lake Street Project grant

Main Street Program Director Lori Meeder discussed the project that Catt Development has on - the redevelopment of the old bus garage and the Lakefront Square Mall. The project is now a one story building that will house 7 Monks Tap Room, some retail space and a potential fitness center and gym as well as shower facilities for his marina. The MEDC has preliminarily approved a \$500,000 Community Development Block Grant for the project. The City of Boyne City is submitting the Part 1 Application to the MEDC and our Community Assistance Team in Lansing.

An environmental review of the project is required by State and Federal Regulation prior to submitting a grant application. This process requires various public notices and public comment periods on the project.

Prior to the public notices and comment periods, the City Commission must appoint a Certifying Officer and Environmental Review Officer for the Lake Street Project. This requires a City official be the designated Certifying Officer and Environmental Review Officer. This is the standard procedure the City has always used when applying for Community Development Block Grants.

Staff Comments: None

Citizens Comments: None

Board Discussion: All Commissioners are in full support of the recommendation.

MOTION

2015-09-124
 Moved by Sansom
 Second by Neidhamer

To approve a resolution appointing City Manager Michael Cain as the Environmental Review and Certifying Officer for the Lake Street Project grant

Ayes: 5
Nays: 0
Absent: 0
Motion carried

GOOD OF THE ORDER

None

**ADJOURNMENT
MOTION**

Moved by Mayor Grunch seconded by Mayor Pro-Tem Towne to adjourn the regular City Commission meeting of Tuesday, September 22, 2015 at 1:25 p.m.

Ron Grunch
Mayor

Cindy Grice
Clerk / Treasurer

DRAFT



City of Boyne City

MEMO

Date: October 9, 2015

To: Mayor Grunch and the Boyne City City Commission

From: Michael Cain, City Manager *Mc*

Subject: Traffic Control Order Confirmations

Attached for the City Commission's review and consideration are four traffic control orders that have been put into effect this past spring and summer. They have all passed their 90 day trial period without issues or objections raised and are presented for City Commission consideration and confirmation to make permanent. They are:

#132 Established 13 2 hour parking spaces on the South side of Water Street west of Front.

#133 Increased the speed limit on Marshall Road in the City from 25 to 35 mph, per a speed study. A memo from Chief Gaither further explaining this change is provided.

#134 Established 2 hour parking on all spaces on the North side of Water Street west of Front.

RECOMMENDATION: That Traffic Control Orders #132, 133 and 134 be confirmed by the City Commission as presented.

Options:

1. Postpone the confirmation of one or more of the Traffic Control Orders for further consideration or information.
2. Deny the confirmation of one or more of the Traffic Control Orders and return to the previous regulation.
3. Other options as determined by the City Commission.



BOYNE CITY POLICE

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

TRAFFIC CONTROL ORDER

Traffic Control Order No: 132

Date: 4/15/15

Pursuant to the Uniform Traffic Code (R 28.1153 Rule 153) and (R 28.1126)(g):

2 Hour Parking Zone

Designate by signage, thirteen 2 hour parking spaces located on the south side of Water Street west of the intersection with Front Street to its western terminus.



Michael Cain
City Manager

TEMPORARY TRAFFIC CONTROL ORDER TO BE IN EFFECT FOR 90 DAYS

Confirmed by the City Commission:

Jeff Gaither, Chief of Police



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TRAFFIC CONTROL ORDER

Traffic Control Order No: 133 Date: 6-8-15

Pursuant to the Uniform Traffic Code (R 28.1153 Rule 153) and (R 28.1126) (g).

The speed limit on Marshall Rd from Lakeshore Dr. to Anderson Rd. shall be 35 miles per hour.

Michael Cain, City Manager

TEMPORARY TRAFFIC CONTROL ORDER TO BE IN EFFECT FOR 90 DAYS

Confirmed by the City Commission _____

Jeff Gaither, Chief of Police



BOYNE CITY POLICE

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

To: Michael Cain, City Manager *Mc*

From: Jeff Gaither, Chief of Police *JG*

Date: October 8, 2015

RE: Marshall Road Speed Limit

We have completed the process of conducting speed studies, obtaining reviews from the Michigan State Police Traffic Unit, and conducting a public information meeting about the speed limit change on Marshall Road. On June 8, 2015 City Manager Michael Cain issued a temporary Traffic Control Order #133 changing the speed limit to 35 MPH on Marshall Road from Lakeshore Drive to Anderson Road.

The speed limit is now based on realistic vehicle speeds, that is, the speed at or below which 85% of the traffic moves.

The Police Department conducted directed patrols on Marshall Road for 2 weeks after the new speed limit signs were posted and found no discernable increase in vehicle speeds. We continue to do periodic checks for speed on Marshall Road.

Charlevoix County Road Commission simultaneously conducted their own process and changed the speed limit on Marshall Road from Anderson Road, west to where the blacktop ends. That speed is now 40 MPH.

Recommendation

I recommend that Temporary Traffic Control Order #133, which makes the speed limit 35 MPH on Marshall Road from Lakeshore Drive to Anderson Road be made permanent by the City Commission.

Other options:

1. Have the speed limit revert back to 25MPH
2. Change the speed limit to whatever the City Commission feels is appropriate

Jeff Gaither, Chief of Police

TRAFFIC CONTROL ORDER

Traffic Control Order No: 134 Date: June 26, 2015

Pursuant to the Uniform Traffic Code (R 28.1153 Rule 153) and
(R 28.1126 Rule 126) (g).

Establish a two hour parking zone consisting of all the parking spaces on the north side of Water Street from Front Street to its Western terminus.



Michael Cain, City Manager

TEMPORARY TRAFFIC CONTROL ORDER TO BE IN EFFECT FOR 90 DAYS

Confirmed by the City Commission: _____



September 15, 2015



T7 P1 443 *****AUTO**ALL FOR AADC 496
 City of Boyne City
 Or Current Resident
 319 N. Lake St.
 Boyne City, MI 49712-2109

Dear Franchise Official:

Containing costs and efficiently managing our operations are critical to providing customers with the best value possible. Like every business, Charter faces rising costs that require occasional price adjustments.

As a result, customers in your community will be notified of the following price adjustments through a billing statement message on or after September 21, 2015:

- *Due to rising programming costs, effective on or after October 24, 2015 pricing will be adjusted for the Broadcast TV Surcharge from \$5.25 to \$6.05. This reflects charges assessed to Charter by broadcast TV stations.*

The following packages will also be adjusted:

- *Digi Tier 1 a la carte will increase from \$10.00 to \$12.00 (Does not impact promotions, silver or gold tiers)*
- *Digi Tier 2 a la carte will increase from \$10.00 to \$12.00 (Does not impact promotions, silver or gold tiers)*
- *Legacy Sports View and Sports View Plus will increase from \$10.00 to \$12.00*
- *Legacy Digital View Plus will increase from \$10.00 to \$12.00*
- *Legacy Digital View will increase from \$5.00 to \$7.00*
- *Legacy Sports View will increase from \$7.00 to \$9.00*

Charter continues to add new HD channels at no additional cost; provide more than 10,000 On Demand choices, more than 1,500 of them in HD. As customers continue to expand their TV viewing to alternate devices such as tablets, Charter offers downloadable channel apps that enable customers to use these devices for viewing and to access their DVRs remotely. Also, Charter TV and Internet customers can now access the Charter Spectrum TV App, providing more than 100 live TV channels inside their home on their tablet or Smartphone at no additional charge.

We remain committed to providing excellent communications and entertainment services in your community and in each of the communities we serve. If you have any questions about this change, please feel free to contact me at **(906) 401-0616**.

Sincerely,

Don Gladwell
 Manager, Government Affairs
 Charter Communications, Michigan



Approved: _____

**MEETING OF
SEPTEMBER 1, 2015**

**RECORD OF THE PROCEEDINGS OF THE REGULAR MEETING OF THE
BOYNE CITY AIRPORT ADVISORY BOARD HELD SEPTEMBER 1, 2015**

CALL TO ORDER

Chair Schmidt called the meeting to order at **5:28 p.m.** followed by the pledge of allegiance.

ROLL CALL

Present: Richard Bouters, Jerry Schmidt,
*Rod Cortright, , * Leon Jarema Ed Hennessy*Bud Chipman

ATTENDANCE

Absent:, *Jim Kozlowski * Larry Trumble
Brian Harrington Oral Sutliff ,
**Ex Officio Members*
Citizens: None
Staff: Airport Manager/City Manager, Michael Cain

**EXCUSED ABSENCES
MOTION**

Bouters moved and Hennessy seconded, PASSED UNANIMOUSLY to excuse **Oral Sutliff**

**APPROVAL OF MINUTES
MOTION**

Hennessy moved Bouters seconded PASSED UNANIMOUSLY to approve the minutes of **July 16, 2015** as written.

CORRESPONDENCE

NONE

COMMITTEES/REPORTS NONE

UNFINISHED BUSINESS

A. Hangar Inquires/Leasing

All City owned hangars are currently leased. The airport manager has had inquiries from a current hangar lessee regarding the City taking over their hangar in the future.

B. Projects:

1. **Fence relocation/repair:** Work on re-location and repair of the airport security fence continues, and is close to being finished.
2. **Runway markings:** Re-painting of the Runway & Taxiway makings will likely be scheduled as a Spring of 2016 project.
3. **Runway distance markers:** The board discussed this project proposal and has asked the Airport manager to work with the donor to move forward with the project.

C. **Jet A Fuel:** The board will continue to research the possibility of in the future, providing Jet fuel at the airport.

NEW BUSINESS

- A. **Recommend the City Commission re-appoint Jerry Schmidt, Oral Sutliff & Rod Cortright(ExOfficio) to the Airport Board for 3 year terms: Moved by Hennessy, Seconded by Bouters PASSED UNANIMOUSLY** to recommend to the City Commission to re-appoint Jerry Schmidt, Oral Sutliff & Rod Cortright(ExOfficio) to three years terms on the Airport Advisory Board.
- B. **Commercial Use Permit: Jerry Schmidt Bouters moved, Hennessy seconded PASSED UNANIMOUSLY** to re-new the Commercial Use Permit for Jerry Schmidt.
- C. **Insurance Renewal: Schmidt moved Hennessy seconded PASSED UNANIMOUSLY** to recommend to the City Commission to accept the Airport Liability Proposal from Avsurance Corporation for \$1657.00. Policy period September 9, 2015 to September 9, 2016.
- D. **Business After Hours for 2016:** The Airport Board will host a Business After Hours event on Thursday, April 28, 2016 at the Airport Terminal. This is a change from the previous May, 2016 date.

GOOD OF THE ORDER

A. Fuel price is **\$4.99** per gallon as of **August 3, 2015**.

**ANNOUNCEMENTS
NEXT MEETING
MOTION**

- A. The Airport will be closed Saturday, September 5, 2015 at noon until Sunday, September 6, 2016 at 8 p.m. for the Labor Day Drag Race.
- B. The next regular Airport Advisory Board meeting is scheduled for **Thursday, September 24, 2015 at 5:30 p.m. in the Airport Terminal.**

ADJOURNMENT

Chair Schmidt adjourned the Airport Advisory Board meeting at **6:15 p.m.**

Richard L. Bouters-Secretary_____



Approved: _____

Meeting of August 6, 2015

MINUTES OF THE BOYNE CITY MAIN STREET BOARD REGULAR MEETING HELD ON THURSDAY SEPTEMBER 3, 2015 AT 8:30 AM. CITY HALL, 319 NORTH LAKE STREET

Call to Order

Chair O’Brien called the meeting to order at 8:30 a.m.

Roll Call

Present: Pat O’Brien, Rob Swartz, Larry Lenhart, Michael Cain and Jim Jenson

Absent: Jodie Adams, Ben Van Dam, Robin Berry-Williams and Michelle Cortright

Meeting Attendance

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

Excused Absences MOTION

Cain moved Swartz second PASSED UNANIMOUSLY to excuse Jodie Adams, Ben Van Dam, Robin Berry-Williams and Michelle Cortright from today’s meeting.

Approval of Minutes MOTION

Cain moved Jenson second PASSED UNANIMOUSLY to approve the August 6, 2015 regular minutes as presented.

Citizens Comments

None

Correspondence

Meeder read a letter from Jim Jenson about leaving his seat on the board. The board thanked Jenson for his service.

Manager’s Report and Main Street Committee Reports

Main Street Director Meeder gave the Committee Reports along with the Manager’s Report on the following topics:

- Website RFP’s—We received 15 bids for Main Street and 8 for the Boyne Thunder website
- Harvest Festival is October 3
- Design Committee Meeting—Aaron Place took a position in Harbor Springs, not sure if he is willing to continue on as design committee chair
- Old City Park Wayfinding Signage—Must be completed and installed by mid-September to fulfill the grant with NWMCOG
- Pavilion—Still working through the application process for the MEDC Grant, we are fairly certain we will meet the requirements of low to moderate status
- Business Transition Planning—Business transition planning panel discussion is set for September 21, from 5-7:30 p.m. at the library
- Crowd Funding Project—It will be a sculpture of a logger in the Boyne

River

- Dilworth—The \$1,000,000 CDBG grant finally made the first hurdle at the Lansing level and we are beginning the application and review process
- Lake Street Development—We are working on the State Historical Preservation office 108 application
- RRC Certification—We finalized the site and marketing piece to get our certification from the MEDC
- Goal Setting Session—Set for Wednesday, October 7, from 3-7 p.m.
- Main Street Building—The building has been sold and Main Street may stay at the same rate through May 2016
- Holiday Decorations—We need to make arrangements for our holiday decorating
- Farm Meal—Becky Harris's fundraiser at Tapawingo was held on August 22 and was a beautiful event

**Unfinished Business
Team Boyne Committee
Chair**

Meeder is still looking for a Committee Chair and has a meeting with a potential candidate. Jim Baumann said he would stay on in a pinch but he is leaving for three months.

**New Business
Farmer's Market
Alcohol Sales**

Becky Harris said the Farmer's Market Committee is requesting support of no more than two alcohol vendors at the Market and it would start in the fall. Meeder said a call is in to the library for the winter season when the market is housed there.

MOTION

Jenson moved Swartz second PASSED UNANIMOUSLY to approve the recommendations from the Farmer's Market Committee as presented. There was discussion.

**ADJOURNMENT
MOTION**

Cain moved Swartz seconded PASSED UNANIMOUSLY to adjourn the September 3, 2015 meeting of the Boyne City Main Street Board at 9:32 a.m.

Lisa Schrock, Recording Secretary



Approved:

**MEETING OF
SEPTEMBER 9, 2015**

RECORD OF THE PROCEEDINGS OF THE **REGULAR BOYNE CITY
PARKS AND RECREATION COMMISSION MEETING HELD AT
6:00 P.M. AT CITY HALL ON WEDNESDAY, SEPTEMBER 9, 2015.**

CALL TO ORDER

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

ROLL CALL

Present: Mike Sheean, Heath Meeder, Jo Bowman, Patrick Patoka, Gail VanHorn, Darryl Parish and Jerry Swift

Absent: Marie Sheets

**MEETING
ATTENDANCE**

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

Public Present: One

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

VanHorn moved, Meeder seconded, PASSED UNANIMOUSLY, a motion approving the August 6, 2015 meeting minutes as presented.

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

None

DIRECTOR'S REPORT

Kovolski reported that August up to Labor Day was very busy with events in the parks and all went well. The Relay for Life (Cancer Crusaders) really liked having their event in Veterans Park where they were more visible than at Rotary Park.

CORRESPONDENCE

None

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

Park Inspection Reports -

- Meeder reported that the downed trees at Avalanche that he had discussed at previous meetings had been removed; however, there are more down across the trails. Parish stated that Riverside Park had not been mowed but encouraged the mowing to be a narrow width when it takes place. Parish will continue to work with City staff to come up with a list of projects/amenities for the board to review and consider for the next fiscal year budget. This will be placed on the October agenda for further discussion.
- **Disc Golf Update** - Club member Forrest Omland indicated that the club had a successful tournament. The course looked good and they sold all of the old baskets. The proceeds from the basket are City funds but will be earmarked for Avalanche disc golf improvements.

- **Trail(s) Update** (Board Chair Sheean) –Bids came in for Phase 1 of the Boyne City/Charlevoix Trail much higher than was anticipated. Kovolski suggested they consider re-bidding the project with a spring 2016 start date and the bids might come in at a better price. He added that most of the contractors are busy this time of year with full schedules trying to finish up projects to meet deadlines and not looking to take on a new fall projects. Funds for the Boyne Valley Trail are still coming in the project continues to move forward.

UNFINIHSED BUSINESS

Tree Removals - Avalanche face of hill

No bids were submitted for the Tree Removal Project at Avalanche. Kovolski stated that it could have been due to timing as many of the contractors were working in the Leland area after their major storm. He plans to bid the project again as part of the City-wide tree trimming/removal project.

PlacePlans Project/ Boyne on the Water Update

Next public meeting is September 15th at the high school. The draft plan will be presented and feedback will be solicited prior to the final plan and design which will be presented in November for review and potential adoption.

Veterans Park Play Structure Update

Boyne City's Assistant Planning/ Zoning Administrator Patrick Kilkenny will be taking the lead as far as working to form a playground committee and working with the committee to research and review information and present options. City resident Amy VanHoosier asked for some clarification on rumors that she had been hearing regarding the playground and expressed an interest in serving on the committee. Kovolski reported that recently the City was made aware that the City of Brighton had a similar situation with their play structure and managed to salvage it instead of demolition.

NEW BUSINESS

None

NEXT MEETING

The next regular meeting of the Parks and Recreation Board is scheduled for Thursday, October 1, 2015 at 6 pm at City Hall.

ADJOURNMENT

The September 9, 2015 meeting of the Parks and Recreation Board adjourned at 6:36 p.m.

Barb Brooks, Recording Secretary



Approved _____

**MEETING OF
SEPTEMBER 14, 2015**

**MINUTES OF THE BOYNE CITY ECONOMIC DEVELOPMENT CORPORATION
MEETING DULY CALLED AND HELD ON MONDAY, SEPTEMBER 14, 2015.**

CALL TO ORDER

Chair Gillett called the meeting to order at 12:02 p.m.

ROLL CALL

Present: Kelly Bellant, Michael Cain, Michelle Cortright, Ralph Gillett, Pete Friedrich, Pat Anzell, Todd Fewins and Marilea Grom arrived at 12:05 p.m.
Absent: Josette Lory

**MEETING
ATTENDANCE**

Staff: Recording Secretary Lisa Schrock
Public: One

**MINUTE APPROVAL
MOTION**

Friedrich moved Bellant seconded PASSED UNANIMOUSLY to approve the minutes of July 13, 2015 as presented

**CORRESPONDENCE
UNFINISHED BUSINESS**

None
Business Park Update: Cain updated the board on the following: There have been complaints of noise and odor coming from Kirtland Products. The commission discussed requesting tax abatement from all affected businesses.

NEW BUSINESS

Renew Board Member's Term
Michelle Cortright's term on the EDC board expired on March 11, 2015. She has agreed to serve another six year term.

MOTION

Friedrich moved, Grom seconded, **PASSED UNANIMOUSLY** to request the City Commission reappoint Michelle Cortright to the EDC board for another six year term expiring March 11, 2021.

NEXT MEETING

The next meeting of the Local Development Finance Authority is scheduled for Monday, November 9, 2015.

ADJOURNMENT

The September 14, 2015 Economic Development Corporation meeting was adjourned at 12:13 p.m.

Lisa Schrock, Recording Secretary



Approved: _____

**MEETING OF
September 14, 2015**

**MINUTES OF THE BOYNE CITY LOCAL DEVELOPMENT FINANCE
AUTHORITY MEETING DULY CALLED AND HELD ON MONDAY, SEPTEMBER
14, 2015**

CALL TO ORDER

Chair Gillett called the meeting to order at 12:13 p.m.

ROLL CALL

Present: Kelly Bellant, Michael Cain, Michelle Cortright, Todd Fewins, Pete Friedrich, Pat Anzell and Ralph Gillett

Absent: Josette Lory

**MEETING
ATTENDANCE**

Staff: Recording Secretary Lisa Schrock

Public: One

**APPROVAL OF
MINUTES
MOTION**

Cain moved Fewins seconded, PASSED UNANIMOUSLY to approve the July 13, 2015 minutes as presented.

**HEARING CITIZENS
PRESENT**

Jim Bauman updated the board of events happening in the next month.

UNFINISHED BUSINESS

Cain followed up with the property from the last meeting. The third party has made inquiries.
Cain discussed that the drainage project at the business park is 90% complete. They anticipate paving to be done on Wednesday and it will be coming in under budget. There was some minor washout from the rains we had. There was discussion.

NEW BUSINESS

None

NEXT MEETING

The next meeting of the Local Development Finance Authority is scheduled for Monday, November 9, 2015.

ADJOURNMENT

The September 13, 2015 Local Development Finance Authority meeting was adjourned at 12:31 p.m.

Pete Friedrich, LDFA Secretary

Lisa Schrock, Recording Secretary

DRAFT

Approved: _____

**Meeting of
September 21, 2015**

Record of the proceedings of the Boyne City Planning Commission meeting held at Boyne City Hall, 319 North Lake Street, on Monday, September 21, 2015 at 5:00 pm.

Call to Order

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

Roll Call

Present: George Ellwanger, Chris Frasz, Jim Kozlowski, Jane MacKenzie, Tom Neidhamer and Joe St. Dennis

Absent: Jason Biskner and Andy Place (arrived at 5:07 pm)

Vacancy: One

Excused Absence(s)

****MOTION**

2015-9-21-02

Ellwanger moved, Frasz seconded, PASSED UNANIMOUSLY, a motion to excuse the absence of Jason Biskner

Meeting Attendance

City Officials/Staff: Planning and Zoning Administrator Scott McPherson, Assistant Planning and Zoning Administrator Patrick Kilkenney, City Manager Michael Cain and Recording Secretary Pat Haver

Public Present: 6 including Consultant Mary Campbell from M.C. Planning & Design

Consent Agenda

****MOTION**

2015-9-21-03

St. Dennis moved, Ellwanger seconded, PASSED UNANIMOUSLY, a motion to approve the consent agenda; approval of the Planning Commission minutes from August 17, 2015 as corrected.

**Citizen comments on
Non-Agenda Items**

None

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

Boyne On The Water is still taking citizen comments with a deadline of October 6, 2015; the program information is available to look at in city hall, and is also available on the city's website.

Unfinished Business

None

**New Business
Master Plan Public
Hearing
Recommendation for
Adoption**

Planning Director McPherson reviewed his staff report that was included in the agenda packet. The master plan mandatory review period has come and gone, and we did receive some feedback and comments which some have been incorporated into the plan. Designation of Open Space to Community Recreational has been changed. In the goals section, under each portion responsible party and time line has been inserted in reaction to input from MEDC and RRC for their certification process; incorporating into our Master Plan meets the requirements for these certifications. The 2010 family median income from ACS's information is suspect and because of this the city lost it's low to moderate income status. These figures are gathered every 5 years or so, however still feel are incorrect.

Mary Campbell from M.C. Planning & Design – These minor changes can be made even with the plan having been out for public review. I would open the public hearing and ask for comment from the audience.

Public Hearing opened at 5:08 pm

Laura Sansom – I feel it is good, all in all. Minor details still bother me; how has the age group shifted to an older bracket, the education bracket and poverty level have gone up? How is this true, the information just doesn't seem to add up.

McPherson – Master Plans typically rely on census data; and the data that has replaced this is from ACS, which is used by the state and other organizations.

John McCahan - In looking over the new plan versus the old one, in Chapter 2 of the old plan, it mentions noise with the next two pages mentioning quality of life. No where in the new plan is noise mentioned and how that can impact your quality of life; and I feel that it should be mentioned in Chapter 2 of this new plan also.

Campbell – Quality of life is woven throughout Chapter 2, however, not specifically spelled out. **MacKenzie** – it is also stated several times throughout the plan.

With no further comments, the public hearing was closed at 5:14 pm

Board discussion

The board felt the plan was well written; however, did have concerns about the perceived negativity of calling out industry as the only “up and down” heavy user of the sewer system, when there are several other user groups and times that would account for the highs and lows of the system. So will be changing this phrase to large volume user. The board also struggled with the census data as discussed earlier, however, was informed that the city is moving forward with an in-house poverty level study for possible certification. This plan is the foundation for the zoning ordinance and is a resource document used by developers and other agencies and to support future grant opportunities. It is a document that should be reviewed annually, and adjustments can be made as it becomes necessary. Chair MacKenzie read a resolution recommending approval as proposed. After board discussion, **motion by Ellwanger, seconded by Place** to adopt the resolution and recommend approval of the Master Plan 2015 update as presented to the City Commission.

****MOTION**

Public comment requested again. Audience members again brought up the current noise ordinance. It addresses 90% of the police department complaints; there is not an ordinance that will address 100% of the complaints. As a stand alone, police power ordinance, it takes into consideration the residential noises; however, the Industrial/Commercial District noises it is not as effective.

McCahan – It is because of me that the old ordinance was considered vague and unenforceable and the city was without anything for 5 years. The city chose to enforce and model their new ordinance after the City of Mason, and I feel it is also vague because it does not contain decibel levels, and if challenged would not hold up in court either. For the industrial and commercial noises, I feel it is worse than anything we had before, and without decibel levels as the deciding factor, we have nothing effective to work with.

The next step in the process is to submit the resolution and recommendation of adoption to the City Commission for their meeting on October 13th at 7:00 pm

2015-9-21-7A

Roll Call:

Aye: Ellwanger, Frasz, Kozlowski, MacKenzie, Neidhamer, Place and St. Dennis

Nay: None

Absent: Biskner

Vacancy: One

Motion Carries

Review and Recommendation Chris Frasz alley vacation request

Planning Commissioner Frasz stepped down into the audience at this point in the meeting due to the next item on the agenda is his request.

Planning Director McPherson reviewed his staff report that was included in the agenda packet. He did submit a request for the department heads to review the alley vacation and the only concern was from the DPW Superintendent because the requested section to be closed is where they push and pile snow that is removed from the front portion of the alley. He suggested an easement to continue the ability to plow and pile snow onto this section in perpetuity. The process is that a recommendation for vacation will be submitted to the City Commission, and it has to be advertised for (3) consecutive weeks then goes to the City Commission for their review and determination.

Public Hearing opened at 5:47 pm

City Manager Cain - I would concur with the DPW Superintendent's assessment, not a fan of partial block vacations, would like to see the whole thing go away.

This area that is being requested is between Lincoln St. and undeveloped Spruce St. is not maintained by the city, and has very steep slopes going down to Spruce St. The board had questions about the number of partial vacations within the city, there are several, however, the number is unknown at this time. The only way to get back to the residence is to use the alley, and if it were fully closed off, the applicant would not have access to their property. This area being requested to vacate splits the two parcels that are owned by the applicant and their intention is to combine the properties into one parcel if this gets approved.

Public hearing closed at 5:59 pm

****MOTION**

After no further discussion, **motion by Place, seconded by Ellwanger**, to recommend to the City Commission partial vacation of the alleyway between Lincoln and Spruce St.; only 1/2 of the alley; the portion running between lots 95 and 101.

2015-9-21-7B

Roll Call:

Aye: Ellwanger, Kozlowski, MacKenzie, Neidhamer, Place and St. Dennis

Nay: None

Absent: Biskner

Abstain: Frasz

Vacancy: One

Motion Carries

Staff Report

-
- Redevelopment Ready Certification will be completed with the last item of adopting the Master Plan. It has been a long process, however, very educational and hopefully with the certification, it will be very beneficial for us down the road
-

Good of the Order

-
- What is the status of the fishing dock that was to be put in by Catt Development when a certain number of cottages were built? Staff will follow-up, as the city has had discussions with them within the last year about the dock and walkway. Discussions about the route for Boyne On The Water and the planning effort is something to consider.
-

Adjournment

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

2015-9-21-10

****MOTION**

St. Dennis moved, Neidhamer seconded, PASSED UNANIMOUSLY a motion to adjourn the September 21, 2015 meeting at 6:03 p.m.

Chair Jane MacKenzie

Pat Haver, Recording Secretary

Draft

BOYNE CITY HISTORICAL COMMISSION

Minutes of Sept. 21, 2015
7:00 pm
Boyne City Hall Fireside Room

CALL TO ORDER: 7:05 PM

PRESENT: Sansom, Hewitt

ABSENT: Fulkerson, Kuhn, Kelts

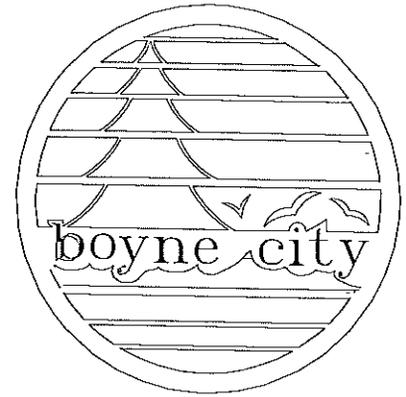
No Quorum, meeting cancelled.

NEXT MEETING: December 21, 2015

ADJOURNMENT: 7.06 PM

CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*
From: Scott McPherson, Planning Director *SM*
Date: October 13, 2015
Subject: Public Hearing for Adoption of Master Plan

**Background**

As required by the Coordinated Planning Act, after a mandatory review period, the Planning Commission held a public hearing prior to the adoption of the proposed master plan on September 21, 2015. After the public hearing the Planning Commission approved a resolution of adoption and recommended adoption of the plan by the City Commission. It is the intent of the review period to allow surround municipalities and other interested entities to review the proposed plan and provide feedback. Copies of the plan were distributed and comments were received from the Charlevoix County Planning Commission and have been attached for your review.

Recommendation

Pass a resolution of adoption of the City of Boyne City Master Plan

1. Do not adopt City of Boyne City Master Plan
2. Refer Plan back to the Planning Commission
3. Other options as determined by the City Commission

RESOLUTION _____

City of Boyne City Master Plan - 2015 Update Approval

At a regular meeting of the City Commission of Boyne City, Charlevoix County, Michigan, held at the Boyne City Hall on the ___ day of _____ [month & year] at _____ [time].

Present:

Absent:

The following resolution was offered by _____ and supported by _____.

WHEREAS, the Boyne City Planning Commission adopted the Boyne City Master Plan-2015 Update at its meeting on September 21, 2015, after deliberation of comments received at the properly noticed public hearing held on September 21, 2015 in accordance with the Michigan Planning Enabling Act (PA 33 of 2008, as amended), and following distribution of the draft plan to planning commissions of the adjacent Townships, Charlevoix County as well as Boyne City Public Schools and utility companies serving the City; and

WHEREAS, the City Commission of Boyne City on June 23, 2015 asserted its right to approve or reject the plan in accordance with the Michigan Planning Enabling Act (PA 33 of 2008, as amended);

NOW, THEREFORE, BE IT RESOLVED, that the Boyne City Board hereby approves the City of Boyne City Master Plan -2015 Update, including all associated charts and maps.

ADOPTED by roll-call vote as follows:

AYES:

NAYS:

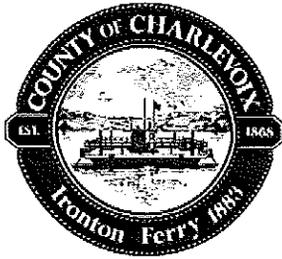
ABSENT:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)
COUNTY OF CHARLEVOIX)

I, Cindy Grice , Clerk of Boyne City, Charlevoix County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Boyne City Board at a meeting held on the ___ day of _____ [month & year], the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan 1976, as amended.

Cindy Grice, Boyne City Clerk



A MICHIGAN HISTORICAL SITE

CHARLEVOIX COUNTY PLANNING DEPARTMENT

301 State Street
Charlevoix, Michigan 49720
(231) 547-7234
planning@charlevoixcounty.org

August 21, 2015

Scott McPherson
Planning Director
City of Boyne City
319 N. Lake St.
Boyne City, MI 49712

Scott,

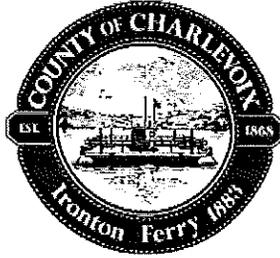
At their meeting on August 6, 2015, the Charlevoix County Planning Commission reviewed the proposed Boyne City Master Plan Update. After reviewing and discussing the Master Plan and the GIS & Planning Department Staff Review, the Commission took the following action:

MOTION by Dennis Jason, seconded by Larry Levensgood, to recommend approval of the Boyne City Master Plan Update, and to send the GIS & Planning Department Staff Review as well as the suggestion to change the designation of the parcel across from Family Fare to Community Recreation on the future land use map, to the City of Boyne City for their consideration. Voice vote: all in favor. Motion passed.

Please refer to the enclosed draft minutes of the Commission meeting and the GIS & Planning Department Staff Review for further details. If you have any questions, please give me a call at 547-7234.

Sincerely,

Kiersten Stark
Planning Coordinator



A MICHIGAN HISTORICAL SITE

CHARLEVOIX COUNTY PLANNING COMMISSION

301 State Street
Charlevoix, Michigan 49720
(231) 547-7234
planning@charlevoixcounty.org

DRAFT Meeting Minutes August 6, 2015

I. Call to Order

Chairman Jason called the meeting to order at 7:00 pm in the Commissioners' Room at the Charlevoix County Building.

Members present: Dennis Jason, Bob Draves, Bob Tidmore, Larry Levensgood, Michael Buttigieg, Patrick Howard, and Ron Van Zee

Members absent: None

Others present: Kiersten Stark (Planning Coordinator), Lora Manning (Administrative Technician), Ron Reinhardt (County Commissioner Liaison), and Elizabeth Calcutt (Regional Planner, Networks Northwest)

VI. Townships, Cities, MDEQ & Corp of Engineers Items

Boyne City Master Plan Update

Kiersten reviewed the GIS & Planning Department Staff Review on the proposed Boyne City Master Plan Update. Kiersten said she compared the planned future land uses along the shared border with neighboring municipalities and found no issues of real concern. There were also no issues in comparison to the County Future Land Use Plan. Kiersten said she liked the overall layout of the plan. Great use of color and graphics. Regarding the future land use map, Kiersten said it was difficult to differentiate between some of the colors on the printed version of the map, however the colors were easy to distinguish on the digital version. Also on the future land use map, Jason thought the City may want to change the designation of the land across from Family Fare from Marina to Community Recreation, considering the current plans for this parcel.

MOTION by Dennis Jason, seconded by Larry Levensgood, to recommend approval of the Boyne City Master Plan Update, and to send the GIS & Planning Department Staff Review as well as the suggestion to change the designation of the parcel across from Family Fare to Community Recreation on the future land use map, to the City of Boyne City for their consideration. Voice vote: all in favor. Motion passed.



**CHARLEVOIX COUNTY
GIS & PLANNING DEPARTMENT**

301 State Street
Charlevoix, Michigan 49720
(231) 237-0113 / (231) 547-7234
kellyb@charlevoixcounty.org / starkk2@charlevoixcounty.org

**Staff Review
Boyne City Master Plan Update 2015**

The City of Boyne City is proposing to update their Master Plan. Boyne City is located at the east end of Lake Charlevoix and is bordered by *Evangeline Township* to the northwest/north/northeast/east, *Melrose Township* to the east, *Boyne Valley Township* to the east/southeast, *Wilson Township* to the southeast/south, and *Eveline Township* to the southwest.

Comparison to Evangeline Township Land Use Plan

The following table compares the *proposed* future land uses in the City of Boyne City with the *planned* future land uses in Evangeline Township along the shared border.

Boyne City	Evangeline Township
Community Recreation	Waterfront Residential
	Public Preserve
	Forest / Agricultural Conservation / Rural Residential
Neighborhood Residential	Waterfront Residential
	Public Preserve
Residential Open Space	Public Preserve
	Low Density Residential
	Forest / Agricultural Conservation / Rural Residential
Community Services	Forest / Agricultural Conservation / Rural Residential
Large Lot Residential	Forest / Agricultural Conservation / Rural Residential
	Low Density Residential

I don't foresee any potential conflicts between the proposed future land uses in the City of Boyne City and the planned future land uses in Evangeline Township along the shared border.

Comparison to Melrose Township Proposed Master Plan Update

The following table compares the *proposed* future land uses in the City of Boyne City with the *proposed* future land uses in Melrose Township along the shared border.

Boyne City	Melrose Township
Community Recreation	Farm-Forest
Industrial	

I don't foresee any potential conflicts between the proposed future land uses in the City of Boyne City and the proposed future land uses in Melrose Township along the shared border.

Comparison to Boyne Valley Township Proposed New Master Plan

The following table compares the *proposed* future land uses in the City of Boyne City with the *proposed* future land uses in Boyne Valley Township along the shared border.

Boyne City	Boyne Valley Township
Industrial	Commercial
	Medium Density Residential
	Industrial
Community Recreation	Low Density Residential

Along the shared border, Boyne City's Air/Industrial Park is adjacent to a Medium Density Residential area in Boyne Valley Township. However, these two areas are separated by M-75 and factoring in the distance between existing structures (industrial buildings and homes), I don't foresee any land use conflicts at this point in time. Nor do I see potential land use conflicts along the remainder of the shared border between the City of Boyne City and Boyne Valley Township.

Comparison to Wilson Township Master Plan

The following table compares the *proposed* future land uses in the City of Boyne City with the *planned* future land uses in Wilson Township along the shared border.

Boyne City	Wilson Township
Industrial	Commercial/Industrial
General Commercial	
Residential Open Space	
Residential Open Space	Agricultural/Rural Residential

Multiple Family	Public/Semi-Public
Residential Open Space	
Community Recreation	
Large Lot Residential	
Large Lot Residential	Residential
Neighborhood Residential	
Residential Open Space	
Community Recreation	

I don't foresee any potential conflicts between the proposed future land uses in the City of Boyne City and the planned future land uses in Wilson Township along the shared border.

Comparison to Eveline Township Comprehensive Plan

The following table compares the *proposed* future land uses in the City of Boyne City with the *planned* future land uses in Eveline Township along the shared border.

Boyne City	Eveline Township
Neighborhood Residential	Lakefront Residential

I don't foresee any potential conflicts between the proposed future land uses in the City of Boyne City and the planned future land uses in Eveline Township along the shared border.

General Comments

- Well organized, especially with the Goals and Objectives and Future Land Use Plan in the first section, and the background and supporting information in the second section
- Future Land Use Map – in print (hardcopy), it's hard to distinguish the difference between some of the colors in the legend; in digital form, it's much easier to read
- Great photos, layout, and use of color throughout the plan; a good balance between text and graphics/illustrations
- Easy to read; straightforward
- Very thorough plan
- Encompasses the *entire* community; has a broad perspective
- Good idea to include a description of community planning in general at the beginning, for anyone who is not familiar with the planning process

Prepared by:

Kiersten Stark
 Planning Coordinator

MASTER PLAN 2015



City of Boyne City

ADOPTED:

Planning Commission: _____

City Commission: _____

BOYNE CITY MASTER PLAN 2015 UPDATE

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Part I

Master Plan Action Plan

1. Introduction
2. Goals and Objectives
3. Future Land Use
4. Implementation and Plan Adoption

Chapter 1 Introduction

What is planning?

Everybody plans. People make financial plans, work plans, and even grocery lists to efficiently achieve their goals. Planning helps each of us work toward accomplishing objectives in an orderly, step-by-step fashion. It also helps a community avoid costly errors by allowing for a good look at the issues. Communities that fail to plan are like people who shop without a grocery list — they spend too much on junk food and not enough on what is actually needed.

The comprehensive planning process encourages governments to think strategically about all aspects of their community and the way these elements interact. Planning allows us to take a look at where the community has been, how it got to this point, where it wants to go, and how it can get there. Without a clear picture of the goals, policy makers must often make decisions in a manner that may not be in the best interests of local residents.

Planning encourages a community development process that initiates action rather than one that simply reacts to events. But comprehensive planning is not easy. A community must work hard to reach their vision through the plan.

Planning 101

- Planning is an orderly, open approach to determining local needs, setting goals and priorities, and developing a guide for action.
- Planning is a concentrated effort by a community to reach a balance between the natural environment and residential, commercial, industrial and agricultural development.
- A plan is a guide for public officials and private citizens to use in making informed decisions that will affect their community.

Change is inevitable. Planning is a process that helps a community prepare for change rather than react to it. The process involves working citizens through four basic questions:

1. Where is the community now?
2. How did the community get here?
3. Where does the community want to go?
4. How does the community get there?

With Effective Planning, Boyne City Can:

Make informed decisions. The comprehensive planning process provides facts on existing conditions and trends and helps a community understand the potential positive and negative impacts of managing growth in different ways. This provides a basis to make informed decisions and allows Boyne City to coordinate individual developments so that they complement rather than detract from each other.

Develop and preserve community character. Can anyone envision the Boyne area without the vibrant northwood's-based economy of winter sports, summer water sports, and a great outdoor environment? Planning for the physical design of Boyne City will facilitate the preservation of

the cultural, economic and environmental features that help make a community a special place. Planned growth can be used as an ingredient to expand Boyne City's unique character.

Achieve predictability. Good planning provides private landowners and developers with a guide that defines where and what type of development the community desires. This information allows individuals to plan for the purchase and use of property consistent with community goals.

Produce positive economic development. Planning helps Boyne City retain existing businesses and industries while attracting new ones. It is often used as a tool to revitalize downtowns and create vibrant main streets. The planning process allows the Planning Commission to consider workforce, education and local infrastructure capacity, among other things, so that appropriate economic development strategies can be developed.

Adopt a balanced approach. Any local government function involves political, personal, and community values. Comprehensive planning and managing future growth involve balancing the community interest and the private interest. Planning encourages a balanced approach as the community develops, thus ensuring that community rights and private property privileges are both protected.

A History of Boyne City

John and Harriet Miller are credited with being the area's first non-native permanent settlers. After Harriet dreamt of a bear-shaped lake with an abandoned cabin at its east end, the Millers traveled from New York and landed on the shores of Boyne on November 14, 1856. They claimed a cabin abandoned by Mormons as their home. John and his sons soon discovered a scenic stream that reminded John of a famous river in Ireland. He promptly christened it the Boyne River.



The lumbering era thrust Boyne City from its quiet beginning into a bustling industrial center.

From the mid-1880s to the 1920s, the community was known as the lumber capital of northwestern Michigan. The community's population grew as people traveled to where jobs could be found. By the 1920s, the mill whistles silenced. The lumber boom was over.

Boyne City & Southeastern Railroad began bringing freight to town in 1893. The service was designed to connect Grand Rapids and Indiana to Great Lakes shipping from Boyne City's harbor. While the railroad was a critical component in lumbering, it also found an identity as an ideal way for passengers to travel north in comfort. The railroad eventually closed in 1978.



During the city's lumber boom, a variety of businesses needed to support a thriving community were established. Many of these businesses remained after the lumber era ended. As the years have passed, the business community has evolved as much as its residents. Tourism has become a primary industry as the community draws summer residents to their second homes and for visitors who travel north for the weekend to fill lakeside cabins.



It's obvious that the Boyne area is still booming. With its schools within walking distance of downtown, diverse businesses enabling people to live, work and shop close to home, and events such as spaghetti dinners still making personal calendars, residents and visitors enjoy the value of relationships and the opportunities found in each day.

Planning Process

The purpose of the Boyne City Master Plan-2015 Update is to provide guidelines for future development, while protecting the natural resources and character of the community. Part II of this plan presents extensive background information including socio-economic data on the City; description and mapping of natural resources and existing land uses; and inventory of existing community infrastructure and facilities. The background information was analyzed to identify important characteristics, changes and trends occurring in Boyne City. Community concerns were identified based on a review of prior sub-area plans, the results of a recent community goal setting session, a public input session conducted in October 2014, previous planning efforts, and input from the Planning Commission. Goals and objectives were developed and refined to guide future development based on the background studies, key land use trends and community issues. These goals, along with a detailed map of existing land use, provided the basis for the Future Land Use Map which specifies where the various types of future development ideally will be located in the City. This plan also provides suggestions for implementation of the identified goals and policies. The guidance provided by this Master Plan will be utilized in future updating of the Zoning Ordinance.

The plan is intended to serve as a guide that will be used by the City to help determine land uses and development policies that will affect the community's physical development. It defines general planning goals, policies and action plans that provide a philosophical base for use by the Planning Commission as it guides future growth and land use in Boyne City. Because it is a guide, this plan is not intended to be rigidly administered. Changing conditions in the community may affect the goals and philosophy established when the plan was originally developed. Such changes do not automatically mean that the plan must be subject to wholesale revisions, but rather that the goals and philosophy espoused should be evaluated to determine if the plan remains valid.

Chapter 2 Goals and Objectives

In developing community goals and objectives, it is important to analyze existing community characteristics, such as: social and economic features, environmental resources, available services and facilities, and existing land use. In addition to examining existing characteristics, another important tool in the development of community goals and objectives is to identify community assets, problems and other issues to be addressed. The goals and objectives in this Master Plan update are intended to serve as the foundation for a strategy that can be used in an ongoing process to guide growth and development over the short and long-term.

As part of this Master Plan update, the Boyne City Planning Commission reviewed the goals and objectives from recent plans for the waterfront, downtown, marina, cultural economic development and input from recent goal setting meetings to compile a few consolidated broad goals with supporting objectives, which cover most of the themes from the earlier plans. The Planning Commission conducted a public meeting to share the draft goals and solicit input. Based on the input received, the Planning Commission further refined the consolidated community goals and objectives.

Over the years, different organizations have written slogans or tag lines which are now embraced by the community as describing the unique character of Boyne City and its people. This plan combines two such statements:

Boyne City:

Where Life Meets Lake—Home town feel, small town appeal



Goal 1: Inspiring local Business and Economic Development

Supporting Objectives:

- Promote a friendly and sustainable community, where people care and are involved. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, and Boyne City Main Street / Timeline: In progress)*
- Continue to support and implement the 5 long-term cultural and economic development goals identified in the Boyne City, Michigan Cultural Economic Plan. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: In progress)*
 - Position Boyne City as the 'go-to' place for unique and creative regional food experiences and 'take-home' food products. *(Responsible Party: Boyne City Farmers Market, City of Boyne City / Timeline: mid-term)*
 - Create a favorable working environment for traditional and creative artists and performers, as well as craftmakers and food producers in all forms. *(Responsible Party: Boyne Arts Collective, City of Boyne City, Boyne City Farmers Market / Timeline: mid-term)*
 - Maintain and build on the vitality of the Historic Downtown and lake front. *(Responsible Party: City of Boyne City, Boyne City Main Street, Boyne City Downtown Development Authority, Boyne City Chamber of Commerce / Timeline: long-term)*
 - Promote the area's natural environment and outdoor recreation opportunities as a draw for visitors and as a quality of life. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: short-term)*
 - Improve communication, coordination and effectiveness of local development efforts. *(Responsible Party: City of Boyne City, Boyne City Main Street, Boyne City Downtown Development Authority / Timeline: short-term)*
- Continue the combination of marketing and event-producing capacities together with signature creative/wild/hand made foods and the culinary arts, to provide a lead industry cluster around which Boyne City's identity and economy can be enhanced. *(Responsible Party: City of Boyne City, Boyne City Farmers Market, Boyne City Main Street / Timeline: In progress)*
- Attract new and repeat visitors and enhance their experience through foods and a more complete creative and cultural experience. *(Responsible Party: City of Boyne City, Boyne City Farmers Market, Boyne City Main Street / Timeline: In progress)*
- Continue to support the growth of the Boyne City Farmer's Market as an intermediary to bridge growers, producers, consumers,



and wholesale buyers. *(Responsible Party: City of Boyne City, Boyne City Farmers Market, Boyne City Main Street / Timeline: In progress)*

- Continue to focus efforts to refine distinctive events and activities that connect the lakefront with downtown. *(Responsible Party: City of Boyne City, Downtown Development Authority, Boyne City Main Street / Timeline: In progress)*
- Attract visitors and improve quality of life for year-round residents through economic activity and investment. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce / Timeline: In progress)*
- Promote all-season outdoor recreation, dining options, home-grown cultural activities, excellent schools, and other quality of life factors for business and employee recruitment and retention. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: In progress)*
- Continue to foster the cooperative synergy between the City, the Chamber and Main Street to promote and support economic development in Boyne. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: In progress)*
 - Continue the efforts of Team Boyne to promote economic activities to support business recruitment and retention. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: In progress)*
 - Highlight the Redevelopment Ready Community designation to promote the re-use/redevelopment of buildings and sites in Boyne. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: mid-term)*
 - Attract and retain family supporting jobs. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: long-term)*
 - Create a vibrant downtown which attracts and retains young talent and supports diversity. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: long-term)*
 - Encourage an entrepreneurial community. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: long-term)*
 - Continue Stroll the Streets and other events to enhance Boyne City's vibrant downtown to attract visitors and provide recreation, retail and dining opportunities for



- all. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: In progress)*
- Continue to celebrate and embrace the arts. *(Responsible Party: Boyne Arts Collective, City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: In progress)*
- Provide regulatory flexibility to encourage exploration of innovative business concepts. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce, Boyne City Main Street / Timeline: mid-term)*
- Continue to celebrate and embrace the seniors and retirees as mentors and valued community assets. *(Responsible Party: City of Boyne City / Timeline: In progress)*
- Continue open communication and collaboration with schools. *(Responsible Party: City of Boyne City / Timeline: In progress)*
 - Maintain, support and promote high quality Boyne City schools. *(Responsible Party: City of Boyne City / Timeline: In progress)*
 - Integrate students and young adults into more active roles in the community. *(Responsible Party: City of Boyne City, Boyne City Chamber of Commerce / Timeline: mid-term)*
 - Continue to work with schools on Safe Routes to Schools and integrate into the Trail Town efforts. *(Responsible Party: Boyne City Parks and Recreation Committee, City of Boyne City, Boyne City Main Street / Timeline: short-term)*
- Encourage/develop/expand broadband and wireless services available throughout the City. *(Responsible Party: City of Boyne City / Timeline: In progress)*
- Continue to maintain and improve Boyne City streets, infrastructure and services to meet the community needs. *(Responsible Party: City of Boyne City / Timeline: In progress)*
 - Continue to enhance Boyne City as a walkable community. *(Responsible Party: City of Boyne City, Boyne City Main Street / Timeline: In progress)*
 - Consider a Complete Streets approach for all street improvement projects. *(Responsible Party: City of Boyne City, Boyne City Main Street / Timeline: In progress)*
 - Maintain and support local transit services. *(Responsible Party: City of Boyne City / Timeline: In progress)*

Goal 2:

An Active Community embracing recreation and water-based opportunities

Supporting Objectives:

- Promote Boyne City's waterfront location and outstanding recreational opportunities.
- Maintain and enhance Boyne City's parks and recreation facilities.

- Promote Boyne City as a waterfront Trail Town.
- Establish, expand and maintain the trail networks, both within Boyne City and connections to regional trail systems, including water trails.
- Celebrate year-round use of recreation facilities and trails. Coordinate maintenance activities to promote winter use.
- Establish more recreational activities and opportunities for area youth.



Goal 3: ***Housing opportunities for ALL!***

Supporting Objectives:

- Recognize the changing demographics, and explore options to address the shifting housing demands, such as downtown housing opportunities, accessory dwelling units, townhouses, apartments, etc.
- Review the types of housing available to identify any gaps and opportunities.
- Encourage affordable and workforce housing in mixed use developments downtown, such as explore the conversion of underutilized properties to affordable housing.
- Identify affordable housing obstacles and work to address.
- Encourage housing which includes accessibility features for all, to facilitate aging in place.

Goal 4:
Working cooperatively with neighbors

Supporting Objectives:

- Strengthen working relationships with neighboring communities to enhance the entrances to Boyne City.
- Protect Lake Charlevoix through collaboration with adjacent lakefront municipalities and interested groups.
- Explore cooperative planning with adjacent Townships regarding shared facilities and resources.
- Work to strengthen connections with nearby resort communities, resort industries and second home owners.

Chapter 3 Future Land Use

Boyne City is a scenic lakefront community which provides for a mix of land uses to meet the needs of the residents, businesses and visitors. Through land use planning and land use controls, Boyne City intends to continue to work to ensure that the shorelines are protected, the existing commercial, industrial, community service, residential and recreational uses can continue, and reasonable growth can be accommodated with minimal land use conflicts or negative impacts. Based on the social, economic and environmental characteristics, the following general future land use categories have been identified to serve existing and future development needs. The distribution of these future land use categories are shown in Figure 3-1, Future Land Use Map.

Future Land Use Categories

RESIDENTIAL

Residential Open-Space—Residential Open Space category is a means of varying the usual pattern of development. Known under a variety of names—open space development, clustering or cluster development, conservation development, open space zoning or rural clustering—this option is a technique that encourages grouping homes in those areas of a development site that are best suited for development. Large parts of a site are permanently protected open space, protected by a restrictive covenant or deeded to a nonprofit land trust or the City.

Advantages:

- Provides opportunities for creative, quality design and preservation of open space.
- Creates larger areas of open space rather than just lot-by-lot development.
- Preserves natural features, advances environmental protection, improves drainage, and provides for better housing sites.
- Allows greater administrative discretion and negotiation between the developer and community.
- Reduces development costs by maintaining overall residential density developed over a smaller area.

It should also be noted that the benefits of open space design can be amplified when it is combined with other better site design techniques such as narrow streets, connectivity and alternative turnarounds

Large Lot Residential—The principal purpose of the Large Lot Residential category is to provide land in the community for a rural residential type of lifestyle yet still be in the City. This lifestyle is one of a full range of lifestyles offered in Boyne City. In addition to single-family houses, this category also provides for parks, day care, civic and institutional uses, such as churches.

Neighborhood Residential—The Neighborhood Residential category promotes the continuation, restoration, and creation of diverse, walkable, compact, vibrant, neighborhoods. The Neighborhood Residential category builds upon the historic single-family residential pattern that is reflected in many of Boyne City's existing neighborhoods. Its purpose is to create identifiable, well-organized, neighborhoods that are interconnected with each other to form a community. These "traditional" neighborhood areas are intended to encourage a variety of housing types and prices. While anticipated to contain primarily single-family detached housing, some attached housing units may be considered.

1. Walkability—Pedestrian friendly street design (buildings close to street; porches, windows & doors; tree-lined streets; on street parking; hidden parking lots; garages to the rear; narrow, slow speed streets).

2. **Connectivity**—Interconnected street grid network disperses traffic & eases walking. A hierarchy of narrow streets, boulevards, and alleys. High quality pedestrian network and public realm makes walking pleasurable.
3. **Mixed Housing**—A range of types, sizes and prices in closer proximity.
4. **Quality Architecture & Urban Design**—Emphasis on beauty, aesthetics, human comfort, and creating a sense of place; Special placement of civic uses and sites within community.
5. **Smart Transportation**—Pedestrian-friendly design that encourages a greater use of bicycles, rollerblades, scooters, and walking as daily transportation.
6. **Sustainability**—Minimal environmental impact of development and its operations. Ecofriendly technologies, respect for ecology and value of natural systems. Energy efficiency. Less use of finite fuels. More local production. More walking, less driving.
7. **Quality of Life**—Taken together these add up to a high quality of life well worth living, and create places that enrich, uplift, and inspire the human spirit.

Historic Residential—This land use category is essentially a sub-category of the Neighborhood Residential category intended to encourage preservation of the historic houses in the Pearl Street area consistent with the designated Historic District.

Multiple Family—The Multiple Family category includes condominiums, apartment complexes, and assisted senior living facilities. The multiple family land use should be part of the surrounding community, not separate. The architecture should be “community” oriented. Parking should be well screened. The main goal here is to offer a high quality of life for the residents. The Multiple Family category includes the area owned by the Boyne City Housing Commission at Park Street and Division Street which provides a range of housing types and a senior center with associated senior services. Additional specific locations for future multiple family uses are not designated on the Future Land Use map, but will be considered on a case by case basis, so that the Planning Commission can have the flexibility to review the appropriateness of specific areas when the need arises.

Mobile Home Park—The Mobile Home Park category recognizes the importance of the existing development as a well-maintained park and a community asset which provides a valid housing option. This future land use plan encourages the continuation of the existing facility.

COMMERCIAL



Downtown Core—The downtown and historic core is the focal point of Boyne City providing a mix of retail, office, residential, and public uses, supported by a transportation system that creates a pedestrian friendly atmosphere. This area provides easy access to local businesses with an enhanced streetscape environment. This plan promotes continued mixed-use development in the Downtown Core to reinforce the unique identity and attractive pedestrian environment. This land use category is intended to encourage commercial uses, small-scale retail shopping, entertainment uses, convenience stores, office, and personal and business service uses. Residential uses are encouraged on upper floors of commercial buildings. Building heights should generally not exceed three stories, except where it can be demonstrated that additional height will not alter the

historic character of the downtown. Brick, stone and masonry will be the primary building materials in this area to give a sense of permanence.

Professional Office— Office development in Boyne City will fit into the surroundings and be built to the same bulk and outward appearance. The predominate building material shall be brick and masonry. Boyne City will ensure that compatibility between the Office area development and surrounding neighborhoods is buffered and that performance standards are set to minimize harmful effects of excessive noise, light, glare, and other adverse environmental impacts.

Neighborhood Commercial—“Neighborhood Commercial Nodes” (NCN) are designed to encourage small scale commercial and mixed-use development in convenient neighborhood locations. The purpose of the Neighborhood Commercial Node is to provide for the establishment of local centers for convenient retail or service outlets which deal directly with the customer for whom the goods or services are furnished. Emphasis should be placed on convenience and pedestrian and bicycle access. The center should be designed to eliminate any nuisance or incompatibility with surrounding land uses. The Neighborhood Commercial corner store should be on a “corner” except in rare circumstances. If they are to be successful, they must be within walking distance of nearby residents. They also need to be designed and scaled to serve the surrounding neighborhood; therefore, a “one size fits all” approach to density or uses may not be appropriate. The areas identified are conceptual, actual sites will be evaluated for its ability to serve such a function, and appropriate zoning changes will be developed on a case-by-case basis.

Medical—The Medical category is designated to recognize the area primarily devoted to providing medical services and the advancement of the medical science. The Medical category will provide Boyne City residents with medical and related services in town without having to travel to Charlevoix, Petoskey or other areas for care.

General Commercial—The General Commercial category is designed to provide a location for more intense retail that will serve the broader community or region. It may include, but is not limited to, general retail and office, larger retail centers, and regional centers. Pedestrian connections and bicycle parking facilities are an important design feature to this area. Buildings will be as close as possible to the road frontage with parking on the side or in the rear.

INDUSTRIAL

Industry—This classification provides for freestanding sites and campus/complex development accommodating flexible uses of space. Uses include research and development activities, light industrial uses, office uses, high-tech uses, and distribution uses.

PUBLIC SERVICES AND FACILITIES

Community Service— Public services and Boyne City’s schools play an important role in the city’s economy and overall vitality. Not only do they provide valuable jobs in the city, they serve educational, recreational, government needs of the area, attract new and expanded business to the region, and broaden cultural opportunities within the city. In order to compete in their respective missions, they must continue to change and grow over time. Some Community Service areas may pose impacts on adjoining residential neighborhoods. Issues such as noise, parking, traffic, housing costs and neighborhood character are of concern. Certain services that

are critical to the operation of the city such as snow plowing, storage of salt, composting and waste disposal should be heavily buffered from surrounding residential areas.

Marina— The marina areas along Boyne City's waterfront play an important role in the economic, recreation and transportation needs of the city. In the future these areas may play an increasing role in bulk transportation and passenger travel much as it did in the past.

Community Recreation— This classification is for improved and unimproved recreation areas and park facilities, including neighborhood, community, and Greenway/Bikeway/Pedestrian Links. This classification covers those areas provided as part of a larger use, in between uses, or along transportation routes that serve to connect parks, recreation, and open space into a unified network of facilities.

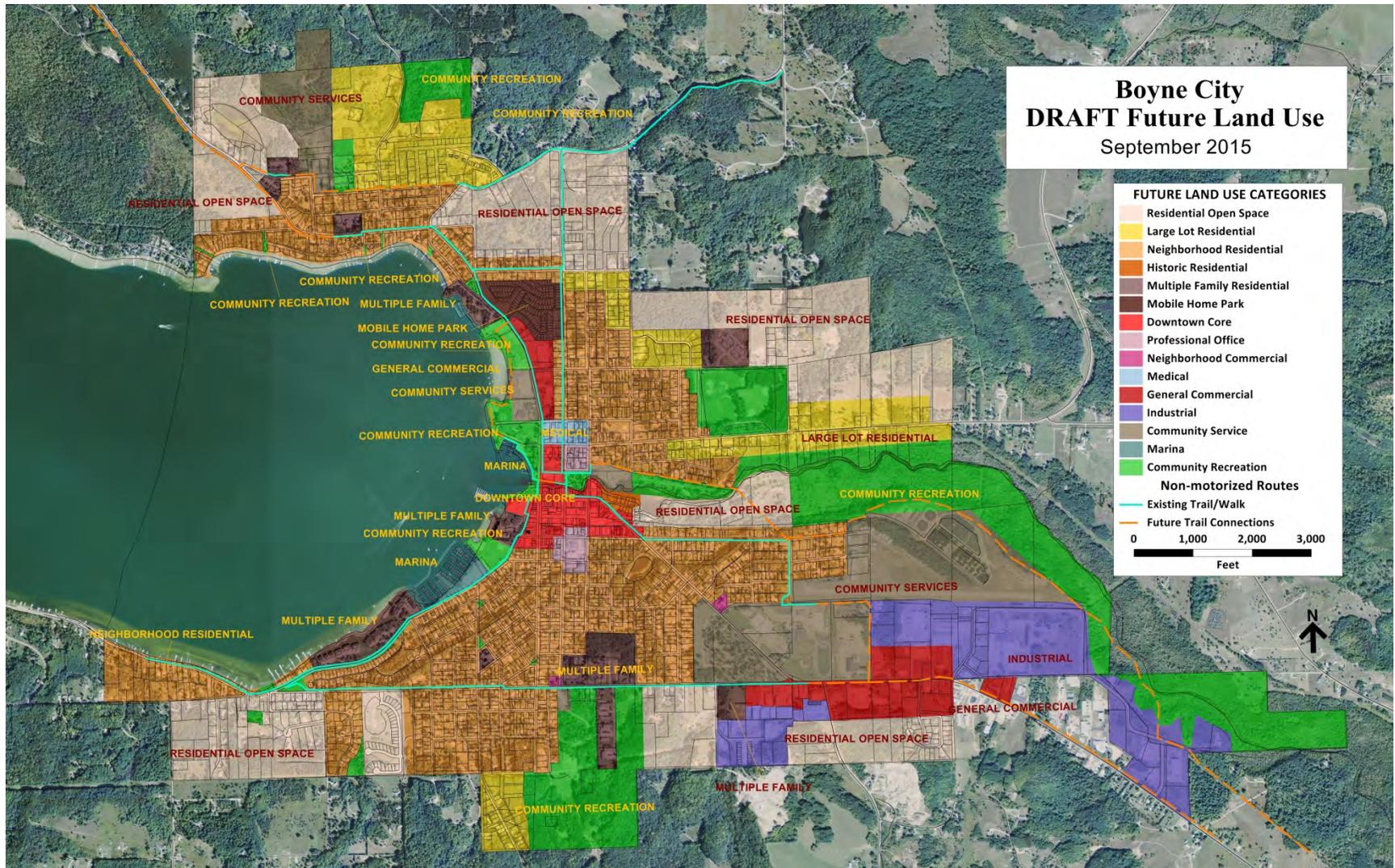
Waterfront Considerations

Lake Charlevoix and the Boyne River are vital components of Boyne City, and as such the protection of these resources continues to be critically important. The Boyne City Zoning Ordinance includes regulations designed to protect the shoreline areas. As further development or redevelopment occurs, the City will continue to evaluate the tools and techniques available to implement the best management practices for shoreline and water quality protection.



Trail Connections

As a designated Trail Town community, Boyne City continues to expand its network of trails. Efforts are underway to link various points of interest within the City and increase the connections to the ever-expanding regional trail network. Existing and future trail routes are shown on the Future Land Use map.



Chapter 4 Implementation and Plan Adoption

Plan Implementation

A Master Plan is developed to provide a vision of the community's future. It is designed to serve as a tool for decision making on future development proposals. A Master Plan will also act as a guide for future public investment and service decisions, such as the local budget, grant applications, road standards development, community group activities, tax incentive decisions, and administration of utilities and services.

According to the Michigan Zoning Enabling Act, comprehensive planning is the legal basis for the development of a zoning ordinance. Section 203 of the Act states: "The zoning ordinance shall be based on a plan designed to promote the public health, safety and general welfare, to encourage the use of lands in accordance with their character and adaptability, to limit the improper use of land, to conserve natural resources and energy, to meet the needs of the state's residents for food, fiber, and other natural resources, places of residence, recreation, industry, trade, service, and other uses of land, to insure that uses of the land shall be situated in appropriate locations and relationships, to avoid the overcrowding of population; to provide adequate light and air; to lessen congestion of the public roads and streets, to reduce hazards to life and property; to facilitate adequate provision for a system of transportation, sewage disposal, safe and adequate water supply, education, recreation, and other public requirements, and to conserve the expenditure of funds for public improvements and services to conform with the most advantageous use of land resources, and properties."

Zoning

The Zoning Ordinance is the most important tool for implementing the Master Plan. Zoning is the authority to regulate private use of land by creating land use zones and applying development standards in various zoning districts. The City of Boyne City is covered by the Boyne City Zoning Ordinance regulating land use activities.

In accordance with the Michigan Planning Enabling Act, **Table 4.1**, shows the relationship between the Future Land Use Categories as described in Chapter 3 and the zoning districts as described and regulated in the Boyne City Zoning Ordinance.

The first Zoning Ordinance was adopted in 1978. The current ordinance was adopted in 2001, and has been amended as needed. The Zoning Ordinance should now be reviewed to ensure the Ordinance is consistent with the goals and the Future Land Use as presented in this Master Plan. Boyne City intends to update the Zoning Ordinance, as needed, to ensure consistency with the City's vision for the future and provide development options to better meet the goals of this plan.

Table 4.1 FUTURE LAND USE CATEGORIES AS RELATED TO ZONING DISTRICTS		
Future Land Use	Zoning District	
<ul style="list-style-type: none"> ➤ Residential Open Space ➤ Large Lot Residential 	RED	Rural Estate District
<ul style="list-style-type: none"> ➤ Historic Residential ➤ Neighborhood Commercial 	TRD	Traditional Residential District
<ul style="list-style-type: none"> ➤ Neighborhood Residential 	WRD	Waterfront Residential District
	MHPD	Manufactured Housing Park District
<ul style="list-style-type: none"> ➤ Multiple Family Residential 	MFRD	Multiple Family Residential District
<ul style="list-style-type: none"> ➤ Professional Office ➤ Medical 	POD	Professional Office District
<ul style="list-style-type: none"> ➤ Marina 	WMD	Waterfront Marina District
<ul style="list-style-type: none"> ➤ Downtown Core 	CBD	Central Business District
<ul style="list-style-type: none"> ➤ General Commercial 	TCD	Transitional Commercial District
	GCD	General Commercial District
	RC/ID	Regional Commercial/Industrial District
<ul style="list-style-type: none"> ➤ Industrial 	PID	Planned Industrial District
<ul style="list-style-type: none"> ➤ Community Service 	CSD	Community Service District
<ul style="list-style-type: none"> ➤ Community Recreation 	—	Any / All Districts
Any / All	FHD	Flood Hazard District — Overlay

Grants and Capital Improvement Plan

As stated earlier, the Master Plan and Recreation Plan can also be used as a guide for future public investment and service decisions, such as the local budget, grant applications and administration of utilities and services. Many communities find it beneficial to prioritize and budget for capital improvement projects, such as infrastructure improvements, park improvements, etc. A Capital Improvements Program (CIP) is one tool which is often used to establish a prioritized schedule for all anticipated capital improvement projects in the community. A CIP includes cost estimates and sources for financing for each project, therefore can serve as both a budgetary and policy document to aid in the implementation of a community's goals defined in the Master Plan.

Other Programs and Initiatives

The City of Boyne City actively participates in a number of initiatives which contribute to the implementation of the Master Plan goals, a sample of such current initiatives include:

- Redevelopment Ready Communities
- Michigan Main Street Program
- Trail Town Initiative
- Safe Routes to Schools

As part of the Redevelopment Ready Communities program, the following information has been compiled to share with potential developers to facilitate the re-development of properties in the Downtown Core as identified on the Future Land Use map, and is included as a summary of many of the current plan implementation activities.

Redevelopment Sites and Strategies - Redevelopment Ready Communities®

To be vibrant and competitive, Boyne City must be ready for development. This involves planning for new investment and re-investment, identifying assets and opportunities, and focusing limited resources. To insure the City was in the best possible position to encourage and capitalize on redevelopment opportunities moving forward, the City applied and was selected to participate in the Redevelopment Ready Communities® (RRC) certification program. The RRC program is offered by the Michigan Economic Development Corporation (MEDC) to municipalities across the state of Michigan. Participation in RRC is a voluntary, no cost certification program promoting effective redevelopment strategies through a set of best practices. The program measures and then certifies communities that integrate transparency, predictability and efficiency into their daily development practices. The RRC certification is a formal recognition that a community has a vision for the future and the fundamental practices in place to get there. RRC certification signals a proactive, business friendly environment to developers and investors and development projects may qualify for priority funding at the MEDC and MSHDA.

Priority Redevelopment Sites

As part of the RRC certification process the City was required to assemble and prioritize potential redevelopment sites. To accomplish this task the City completed an inventory and review of all the potential redevelopment sites in the City. The criteria used for inclusion into the priority list was the properties needed to be located in or close to the downtown, needed to be currently vacant or underutilized land and/or buildings, and the properties had attributes that set the site apart such as historic designation, blight, location, architecture or other unique characteristics that would make it an important and significant property. Through this review

process six potential redevelopment sites have been identified. While some of the sites are currently listed for sale others are not and the property may not be immediately available. In all cases inquiries regarding the status of the property should be made to the property owners.



Site 1

Currently paved and being used as a City Parking lot, the property has frontage on Park and River Streets and is zoned and suitable for a mixed use commercial-residential project. Across the street from the historic Old City Park, the lot has approximately 135' of frontage on the Boyne River.

Address: 17 N Park St.
Status: Available - City Owned
Zoning: Central Business District
Building Size: Vacant
Parcel Size: 132' x 182'
City Water: Yes
City Sewer: Yes



Site 2

Located close to downtown the property was used previously for office space. The property is adjacent to Peninsula Beach Park and has water views of Lake Charlevoix. The property has room to expand the existing 1,500 Sqft building we could be used as a office, retail or multi story mixed use.

Address: 302 Front St.
Status: Not Listed
Zoning: Central Business District
Building Size: 1,500 Sqft
Parcel Size: 12,500 Sqft
City Water: Yes
City Sewer: Yes



Site 3

This property is a 9,485 Sqft Bellamy Opera House which is The Boyne Theater. The property is adjacent to and currently owned by the Northern Table restaurant.

Address: 220 S Lake St.
Status: Not listed
Zoning: Central Business District
Building Size: 17,500 Sqft
Parcel Size: 120' x 175'
City Water: Yes
City Sewer: Yes



Site 4

Victorian previously used for professional office. Property is suitable for commercial/professional office, personal residence or bed and breakfast. Property has 120' of frontage on Boyne River.

Address: 311 E Water St.
Status: For Sale MLS # 440675
Zoning: Central Business District
Building Size: 2,700 Sqft
Parcel Size: 75' x 220'
City Water: Yes
City Sewer: Yes



Site 5

The building has approximately 1,641 Sqft for showroom and 2,443 sq ft of warehouse space, total of 4,084 square feet for gross building area.

Address: 437 Boyne Ave
Status: For Sale MLS # 440741
Zoning: Central Business District
Building Size: 4,100 Sqft
Parcel Size: 75' x 220'
City Water: Yes
City Sewer: Yes



Site 6

This currently vacant building is located close to down town with views of Lake Charlevoix. Property has 111' of frontage on Lake Street with ingress and egress from Lake and Park streets. Veterans Park is directly across the street.

Address: 100 N. Lake St
Status: For Sale MLS # 438832
Zoning: Central Business District
Building Size: 5,000 Sqft
Parcel Size: 111' x 115'
City Water: Yes
City Sewer: Yes



Redevelopment Strategy

The redevelopment strategy used by the City is a three pronged approach and focuses on Placemaking, Marketing and Support. In simple terms the City Redevelopment Strategy is focused on building a place people want to be, letting them know about it, and helping them when they get here.

Placemaking

Placemaking is a multi-faceted approach to the planning, design and management of public spaces. Placemaking capitalizes on the community's assets, inspiration, and potential, with the intention of creating public spaces that promote people's health, happiness, and well being. This approach is commonly described as creating a "sense of place". The concept is based on a single principle – people choose to settle in places that offer the amenities, social and professional networks, resources and opportunities to support thriving lifestyles.

Enhancing the downtown's physical environment and capitalizing on its best assets helps create an inviting atmosphere. Attractive window displays, building improvements, streetscapes and landscaping are some of the physical improvements that can be implemented to help create a unique and special place. To this end the City has been extremely proactive in improving downtown infrastructure. Much of this work has been made possible with the assistance of State and Federal grants. This commitment to improving the public infrastructure has helped attract millions of dollars of private investment in building renovation and new construction in Boyne City.

How well a place is connected to its surroundings both visually and physically is an important aspect in placemaking. A successful public space is visible, easy to get to and around. Physical elements can affect access (a continuous row of shops along a street is more interesting and generally safer to walk by than a blank wall or empty lot), as can perceptions (the ability to see a public space from a distance). Accessible public places have a high turnover in parking.

Comfort and image is also a key to whether a place will be used. Perceptions about safety and cleanliness, the context of adjacent buildings, and a place's character or charm are often foremost in people's minds as well as more tangible issues such as having a comfortable place to sit. The importance of people having the choice to sit where they want is generally underestimated.

Lastly, activities that occur in a place, friendly social interactions, free public concerts, community art shows and more, are basic building blocks: they are the reasons why people come in the first place and why they return. Activities also make a place special or unique, which, in turn, may help generate community pride.

Marketing

Marketing a community's unique characteristics to residents, business owner's, visitors, and investors is a key factor in the success of a community. To create and maintain an effective market campaign, a professional and well executed promotional program needs to be developed. The marketing of Boyne City has been primarily developed and implemented by the Boyne City Chamber of Commerce and the Boyne City Main Street promotions committee. The Chamber of Commerce through its website and newsletter is continuously marketing the community by providing information and resources on activities, attractions and events in the area. Through the Main Street Program the promotions committee fosters an atmosphere of cooperation and unity and builds partnerships in all sectors of the community. The committee

promotes well-designed sustainable downtown projects and events while maintaining the rich cultural and historic heritage of our downtown. Through the efforts of the Promotions Committee the City has developed a positive, promotional strategy through advertising, retail activities, special events and marketing campaigns developed to encourage commercial activity and investment in the area.

Support

A robust system of support for redevelopment is provided by a variety of local, regional and state agencies and organizations. These agencies and programs are just some examples of the type of assistance that is available. Prior to commencing any redevelopment project it is highly recommended that a representative from these organizations or agencies be contacted to assist with exploring potential programs that may provide assistance for a project.

Established in 2003, the award-winning downtown Boyne City Main Street program which is under the umbrella of the city government as a Downtown Development Authority (DDA), allows tax dollars to be invested within the downtown district for a variety of projects to keep it vital and prosperous. The projects are outlined in the DDA Development Plan and Tax Increment Financing Plan.

The Boyne City Main Street is a volunteer-based program, meaning its success is the result of the efforts of many. The program is based on the National Main Street Four-Point Approach to historic preservation and economic development which are:

1. **Organization:** The organization committee is focused on building a broad-based support system for downtown revitalization by recruiting volunteers, raising funds, and promoting the program.
2. **Promotions:** The promotions committee is responsible for marketing the downtown's assets, enhancing the City's image, and creating special events to build a fun and exciting atmosphere for residents, visitors, customers, and investors.
3. **Economic Restructuring:** This committee is called TEAM BOYNE which is a network of community leaders and residents working together to make Boyne City a friendly environment for businesses and an encouraging community for entrepreneurs. Working together as a team, this committee works to strengthen the downtown's economic base, support existing small businesses and recruit new businesses.
4. **Design:** The design committee reviews building construction and capital projects in the district and is in charge of enhancing the physical appearance of the downtown by focusing on historic preservation, public improvements, lighting, signage, storefronts, and landscaping.

Using this four point approach as its foundation the city has the tools to revitalize the downtown district by leveraging local assets, from cultural or architectural heritage to local enterprises and community pride. The four points of the Main Street approach work together to build a sustainable and complete community revitalization effort.

At the regional level the most prominent business and economic development organizations providing assistance are the Northern Lake Economic Alliance and Networks Northwest.

Northern Lakes Economic Alliance is a valuable resource available to area businesses and future entrepreneurs. The mission of the NLEA is "to enhance the economy in Antrim,

Charlevoix, and Emmet counties by acting as a resource to retain and create quality jobs." As part of their services the NLEA offers a two-hour monthly class, "How to Really Start Your Own Business: Practical Information From Those Who Have Done It," in partnership with the Tip of the Mitt SCORE Chapter. The Tip of the Mitt SCORE counselors provide additional resources as well as apply practical knowledge of starting a business.

Networks Northwest, formerly Northwest Michigan Council of Governments, is a regional organization serving businesses, non-profits, community organizations, individuals, and units of government. Their mission is to build stronger communities and enhance the quality of life in Northwest Michigan. Founded in 1974, Networks Northwest facilitates and manages various programs and services for the ten county region. These programs include Northwest Michigan Works, YouthBuild, Small Business & Technology Development Center, Procurement Technical Assistance Center, various business services, and many different regional planning initiatives in response to our communities' requests and needs. Networks Northwest offers a broad spectrum of workforce, business and community services as seen on their web site.

At the State level a variety of economic development support and resources are provided by the Michigan Economic Development Corporation (MEDC), the Michigan State Housing Development Authority (MSHDA) and the State Historic Preservation Office (SHPO).

The MEDC provides assistance by providing community development incentives that focus on creating vibrant, sustainable and unique places. Some of the economic development services and programs designed to attract and retain talent in Michigan communities that the MEDC administers are the Brownfield Tax Increment Financing Act 381 Work Plan, the Community Development Block Grant program, the Core Community Fund, the Michigan Community Revitalization Program and the Urban Land Assembly fund. Through these programs the MEDC can assist with the reinvigoration of city centers and rural communities across Michigan.

MSHDA's mission is to enhance Michigan's economic and social health through housing and community development activities. MSHDA offers a wide variety of assistance and programs to the public and private sector to assist in building a strong and vibrant Michigan. Some examples of assistance offered by MSHDA's include it's Community Development Division (CDD) that supports affordable housing and vibrant places by providing financial resources, technical assistance, and training to nonprofits and local governments. Through MSHDA's Cultural Economic Strategy (CED) support is provided for cultural economic development by assisting communities in leveraging their creative talent and cultural assets to spur economic growth and community prosperity.

SHPO works with homeowners, developers, government agencies, and nonprofit organizations to preserve the places that make our communities unique. Historic preservation enhances property values, creates jobs, revitalizes downtowns and promotes tourism. SHPO programs such as the Historic Preservation Tax Credit program, the Michigan Lighthouse Assistance Program, and the National Register of Historic Places support people who want to preserve Michigan's historic places as vibrant, vital community assets so they can be enjoyed by Michiganders and visitors alike.

Plan Adoption Documentation

Draft Plan Circulated for Comments

The draft Boyne City Master Plan was transmitted to the City Commission for review and comment in June 2015. The City Commission approved the draft plan for distribution on June 23, 2015. Following the Commission's approval for distribution the proposed plan was distributed to the adjacent Townships (Boyne Valley, Evangeline, Eveline, Melrose and Wilson), Charlevoix County Planning Commissions, as well as Boyne City Public Schools, Great Lakes Energy and Consumers Energy on June 29, 2015 for review and comment. Comments were received from Charlevoix County Planning Commission, and are provided at the end of this chapter.

Public Hearing

A public hearing on the proposed Master Plan, as required by the Michigan Planning Enabling Act, as amended, was held on September 21, 2015. The legally required public hearing notice was published in the Petoskey News Review on September 3, 2015 and in the Boyne City Gazette on September 9, 2015, as well as posted on the City website. A copy of the public hearing notice is reproduced at the end of this chapter. During the review period, the draft plan was available for review on the City's website, at the City Hall, or by contacting the Boyne City Planning Director.

The purpose of the public hearing was to present the proposed Master Plan to accept comments from the public. ____ local residents and/or business owners attended the public hearing. Minutes from the Public Hearing are provided at the end of this chapter.

The public hearing began with a brief explanation of the planning process. Plan development included several Planning Commission workshop meetings, and public input sessions. During the hearing, maps of existing land use, color coded resource, and proposed future land use recommendations were presented.

Plan Adoption

At a Planning Commission meeting following the public hearing on September 21, 2015, the Planning Commission discussed the written comments received. The Planning Commission took action to formally adopt the Boyne City Master Plan – 2015 Update, including all the associated maps by resolution on _____.

Per the Michigan Planning Enabling Act, as amended, on _____, the City Commission asserted the right to approve or reject the plan. The City Commission formally adopted the plan on _____.

Legal Transmittals

Michigan planning law requires that the adopted Master Plan be transmitted to the City Commission, as well as to the adjacent Townships and the County Planning Commission. Copies of these transmittal letters appear at the end of this chapter.

[PH notice, Comments, and PH meeting minutes to be inserted]

Part II

Background and Supporting Information

5. Social and Economic Conditions
6. Natural Resources
7. Infrastructure and Facilities
8. Existing Land Use Profile

Chapter 5 Social and Economic Conditions

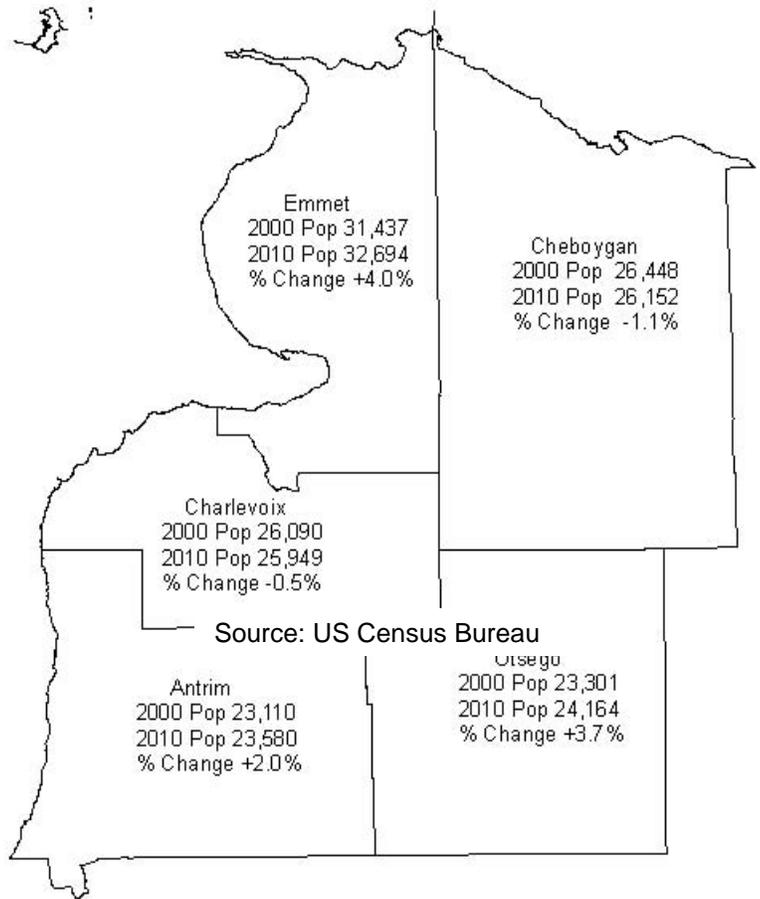
Population

As of the 2010 Census, Charlevoix County had a population of 25,949, which was a 0.5% reduction from the population of 26,090 in 2000. This population decrease reversed a strong population growth trend which spanned the previous four decades. From 1960 to 2000 the County population almost doubled from 13,421 to 26,090 persons. Of the 12,669 persons that were added during that 40 year period, the largest increase occurred between 1990 to 2000 when the County population increased by 4,622 persons, a population increase of 21 percent.

While three of the four adjacent counties did see population increases over the past decade, the increases were modest as compared the growth trends that were experienced previously. As shown by **Figure 5-1**, of the three adjacent Counties that had a population increase, Emmet County had the largest population increase of 4% adding 1,257 persons.

The economic downturn experienced by the County, State and Nation over the last decade is most likely the primary cause of the out migration and ultimately the low growth and population loss in the area. According to the estimated population changes prepared by the Michigan Department of Management and Budget, Charlevoix County had increases in population from 2000 to 2003, and a trend which quickly reversed beginning in 2004. Over the past decade the birth rates and death rates for the County have remained fairly consistent. Over the past 10 years the population of the county had a natural increase (births>deaths) each year that averaged approximately +44 persons per year. During this same period the net migration for the county averaged -58 persons per year for an average net loss of population of 14 persons per year. Beginning in 2004 Charlevoix County began experiencing the significant out migration, which continued for the remainder of the decade with the largest out-migration occurring in 2008 and 2009 with a net out-migration of 253 and 227 persons respectively.

Figure 5-1



Eleven of the 18 municipalities within Charlevoix County had an increase in population, while the county as a whole experienced a population decline over the last decade. The City of Boyne City increased in population, contrary to the other cities in the County, and many Cities in northern Michigan. Since the 2000 census the City had an increased population of 6.6% adding 232 persons. With a land area of approximately 4 square miles the City has a population density of approximately 920 people per square mile. While the population in Boyne City increased the immediate surrounding area had an overall decrease in population. Over the past decade four of the five townships adjacent to the City decreased in population by a cumulative 17% (1,200 persons) from a total of 6,958 persons in 2000 to 5,758 persons in 2010. Of these townships, Eveline had the largest decrease in the number of persons (96) and Evangeline had the largest percentage decrease (7.9%). **Figure 5-2** shows the number and percentage of population change from 2000 to 2010 for all the Charlevoix County municipalities.



The 2010 census showed the population of Boyne City was 3,735 persons, and albeit relatively slowly, as shown by **Figure 5-3**, the City of Boyne City has continued to grow in population over the past 50 years. While still not near the peak population numbers the City experienced over 100 years ago of 5,218 persons, the City is the most populated City in the County and has been for most of the past century. Since 1930 the City has increased its population every decade with the exception of 1960 and has increased in total population since then by 35 percent (938 persons). The largest increase for the City during this time was between 1970 and 1980 when the City grew by 13 percent (379 persons).

Figure 5-2: Charlevoix County Municipalities Population Change 2000 -2010

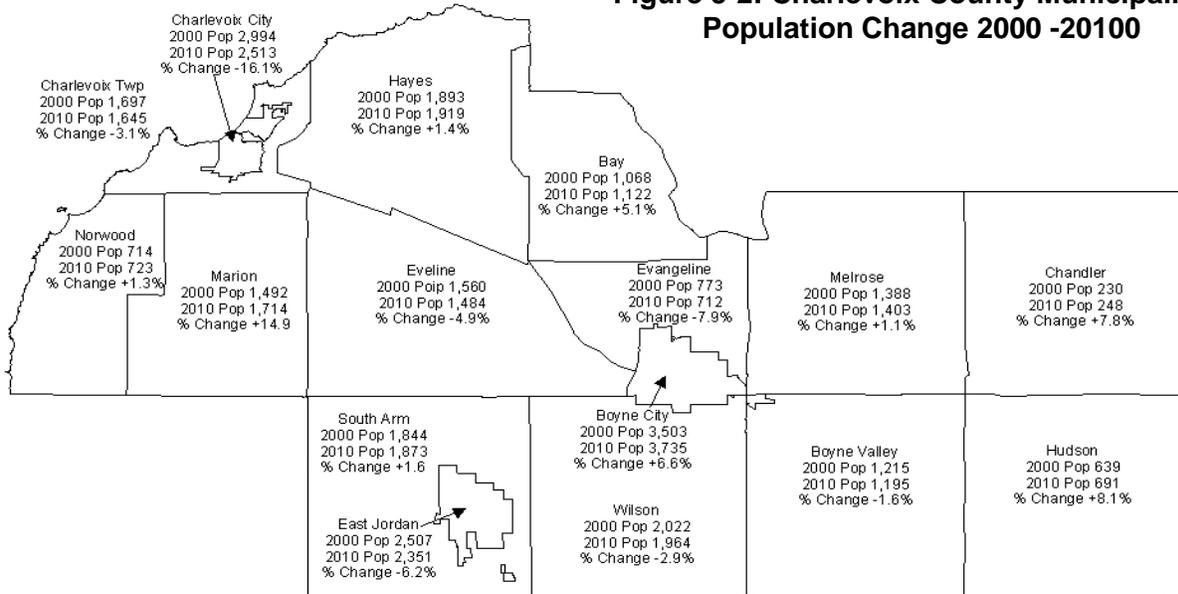
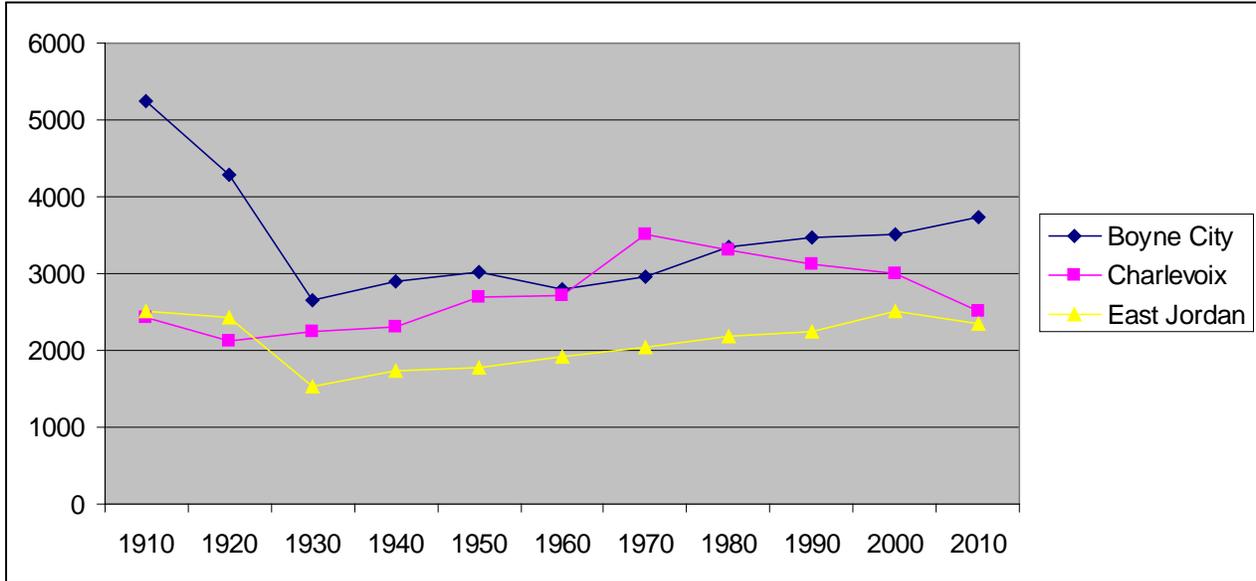


Figure 5-3: City Populations Charlevoix County 1910-2010



Seasonal Population

Obtaining accurate numbers of seasonal residents and tourists is difficult. Because the U.S. Census is conducted each decade in April, the numbers only reflect those persons who live in the county on a year-round basis.

In 2010 the Census showed the number of seasonal homes in Charlevoix County increased from 4,391 units to 5,156 units. Of the 17,249 total housing units in the county this represents a 2 percent increase in the seasonal units up from 28 percent in 2000 to 30 percent in 2010.

As shown in **Table 5.8** the City of Boyne City also had a similar increase in seasonal units between 2000 and 2010 with an increase of seasonal units from 19.6 percent to 21.9 percent. In 2010 of the total 2,292 housing units in the City 502 were classified as seasonal units.

A rough estimate of the number of seasonal residents can be calculated by multiplying the number of seasonal housing units by the average number of persons per household. Using this method a County seasonal population increase of 11,858 persons is estimated and for the City an additional 1,154 persons are estimated. Seasonal residents, therefore, added another 46 percent to the county's population for a total of 37,807 persons and increased the City population by almost 31 percent up to 4,889 persons. This figure does not include those seasonal visitors or tourists staying in area motels, campgrounds or family homes.

Population Estimates and Projections

Each year, the Census Bureau's Population Estimates Program (PEP) utilizes current data on births, deaths, and migration to calculate population change since the most recent decennial census and produce a time series of estimates of population. Estimated population for Charlevoix County from 2010 to 2014 suggests a slight, less than one percent, increase in the County population from 25,949 to 26,121.

While population estimates try to forecast changes in population on an annual basis projections take a longer view and try to anticipate trends and forecast changes in population that will occur over a longer period. Population projections for the State of Michigan prepared by the Michigan Department of Technology and Budget forecast that the State population will rebound slowly over the next 20 years from the 2010 decrease of population to 9,883,640 to 10,683,432 in 2020 to 10,694,172 in 2030.

When making estimates or projections it is impossible to know with certainty what impact a wide variety of variables will have, and a number of assumptions need to be made and projections and estimates should be viewed keeping those assumptions in mind. These official population estimates are widely used for planning purposes, and they can serve as a basis for distributing federal, state, and non-governmental funds. They also provide valuable information about demographic changes that have occurred in different areas of each state.

Age Distribution

2010 census data shows that the median age in Charlevoix County increased by 6.4 years since 2000 with 50.7 percent of County’s population now 45 years old or older. This is more than a 10 percent increase in number of persons over 45 since 2000 (**Table 5.1**). The breakdown of County’s population by age grouping shows a significant shift in the 25-44 and the 45-64 age groups from 2000 to 2010. The percentage of those in the 45-64 age groups grew by 6.9 percent while the 25-44 age group declined by 6.4 percent. During this same time period the total County population decreased by 141 persons. While the in-migration of older people and the aging ‘baby boomers’ are likely part of the reason for the shift towards an older population, probably the biggest factor for the increase in the median age is the out-migration of younger people as the total number of people ages 18-44 decreased by almost 20 percent (-1,766 persons) since 2000.

Age	Charlevoix County				Boyne City			
	2000		2010		2000		2010	
Under 5	1,691	6.5%	1,363	5.3%	228	6.5%	266	7.1%
5-17	5,072	19.4%	4,353	16.8%	696	19.8%	628	16.8%
18-24	1,688	6.5%	1,638	6.3%	260	7.4%	280	7.5%
25-44	7,159	27.4%	5,443	21.0%	998	28.5%	848	22.7%
45-64	6,586	25.2%	8,319	32.1%	769	22.0%	1,083	29.0%
65+	3,894	14.9%	4,833	18.6%	552	15.8%	630	16.9%
Median Age	39.1		45.5		37.9		41.9	

Source: U.S. Census Bureau

A similar pattern of change in the age of the population can be seen in the City of Boyne City. From 2000 to 2010 the percentages of people in the 25-44 age bracket declined by 5.8 percent (-150 persons) from 28.5 percent to 22.7 percent and those 45-64 increased by 7 percent (+314 persons) from 22 percent to 29 percent. Given the fact that the population of the City increased by 232 persons since 2000, it would appear that while the City experienced some out-migration of younger people, it was offset by the in-migration of people over 45 years old.

Race and Ethnic Composition

Race and ethnicity data was not collected as part of the 2010 census and this information now collected as part of the 2006-2010 American Community Survey. As this information is now collected and developed through statistical analysis of survey samples there is a margin of error in all the values. **Table 5.2** shows that the City has a very small minority population and that situation has changed relatively little over the last 10 years. From 2000 to 2010, the minority population in Boyne City increased only slightly from 3.0 to 3.4 percent.

Table 5.2 Population By Race And Hispanic Origin City of Boyne City				
	2000 Census		2006-2010 ACS Survey	
	#	% of Total Pop	#	% of Total Pop
Total	3,503	100	3,760	100
White	3,395	96.9	3,620	96.3
Black	4	0.1	13	0.3
Am. Indian	40	1.1	14	0.4
Asian	6	0.2	27	0.7
Other Race	14	0.4	0	0
Two or More Races*	42	1.2	75	2.0
Hispanic or Latino Origin**	26	0.7	11	.03
Total Minority***	106	3.0	129	3.4

* Census 2000 gave respondents the opportunity to choose more than one race category.
 ** Persons of Hispanic or Latino Origin may be of any race.
 *** Excludes Hispanic or Latino Origin
 Source: U.S. Bureau of the Census

Disability Status

Data shown in **Table 5.3** gives an indication of how many disabled persons reside in Charlevoix County and the City as per the 2000 Census. A person was classified as having a disability if they had a sensory disability, physical disability, mental disability, self-care disability, going outside the home disability or an employment disability. Data from the 2000 Census is being used as this data was not obtained as part of the 2010 census and disability status has not been updated as part of the American Community Survey.

The 2000 Census showed that 17.4 percent of the persons in Charlevoix County had some type of disability and 16.3 percent of the residents in the City had some type of disability. The largest numbers of disabled persons in the City were between the ages of 21 - 64 (286), and of the people in this group, 47.2 percent were employed. In the 65 and over age group, over 40 percent of this age group have some type of disability (44.2%).

Table 5.3 Disability Status by Age Group Boyer City and Charlevoix County - 2000							
LOCAL UNIT	Disabled persons 5-20	% Disabled 5-20	Disabled persons 21-64	% Disabled 21-64	% of disabled persons 21-64 employed	Disabled persons 65+	% Disabled 65+
Boyer City	42	5.5%	286	15.1%	47.2%	243	44.2%
Charlevoix Co.	501	8.5%	2,546	17.6%	60.5%	1,497	40.1%

Source: U.S. Bureau of the Census
*Disability of civilian non-institutionalized persons.

Educational Attainment

The percent of the Boyer City adults who have attained a High School diploma or greater has increased from 87.4 percent in 2000 to 94.5 percent in 2010, Based on the data in **Table 5.4**. Thus correspondingly, Boyer City has experienced a notable decrease, from 12.6% down to 5.6%, of adults who have not attained at least a High School diploma, as shown in **Table 5.4**.

While the percentage of persons 25 and older who had a high school diploma (and did not pursue additional formal education) decreased slightly from 37.1 percent to 34.1 percent, this is likely due to the shifts in percentage of people who have pursued some college. The percentage of the population that obtained an associate degree decreased from 10.6 to 8.3 percent and the percentage that obtained a bachelors degree decreased by 3.2 percent while those with a graduate or professional degree increased by 7.3 percent.

The 2006-2010 American Community Survey shows decreases in the percent of persons who only completed 9th to 12th grade but did not earn a diploma and those who had completed less than a 9th grade. Respectively, these groups went from 8.7 percent to 3.5 percent and from 3.9 percent to 2.1 percent.

Table 5.4 Educational Attainment Boyer City				
Degree	2000*		2010**	
	Number	Percent	Number	Percent
Less than 9 th grade	89	3.9%	52	2.1%
9 th to 12 th no Diploma	197	8.7%	86	3.5%
High School Diploma	853	37.5%	845	34.1%
Some college no degree	457	20.1%	661	26.7%
Associates	241	10.6%	205	8.3%
%Bachelors	311	13.7%	313	12.6%
Graduate or Professional	125	5.5%	316	12.8%

Source: U.S. Bureau of the Census*
American Community Survey 2006-2010**

Income and Poverty

Income statistics for Boyne City, Charlevoix County and the State of Michigan (**Table 5.5**) show that the median income in the City has increased by 37 percent since 2000. While the ACS data shows median income has increased, in reality the value may be less as the estimated margin of error the ACS has put on this value is +/- \$3,782. Given the increase in median income occurred over a period of severe economic distress for the County, State and Nation, and estimates of median family income for Boyne City from other sources show a lower amounts, it is recommended that an income survey for the City be completed to increase the reliability of the data.

Table 5.5			
Median Family Income			
Boyne City and Charlevoix County: 1990, 2000 & 2013			
Year	Boyne City	Charlevoix Co.	State
1990*	\$33,795*	\$38,427*	\$47,569*
2000*	\$44,096	\$46,260	\$53,457
2013**	\$49,811	\$56,236	\$48,432
Source: U.S. Bureau of the Census* American Community Survey 2009-2013**			

From 2000 to 2010 the poverty rate Boyne City increased by 3.6 percent for families with children and by 6.4 percent for families with a female householder with no husband present individuals (**Table 5.6**). The largest increase in poverty rate was for individuals that increased by 107 percent.

Table 5.6				
Poverty Status				
Boyne City 2000 & 2010				
Category	2000*		2010**	
	Number	Percent	Number	Percent
Families	81	8.9	126	12.5
Families with no husband	45	26.8	71	33.2
Individuals	55	11.8	123	22.5
Source: U.S. Bureau of the Census* American Community Survey 2006-2010**				

Poverty characteristics in **Table 5.7** show economic distress in two sub-groupings, female headed households with dependent children and the elderly. One striking statistic was that while the number of females with dependant children below poverty increased in the County and the City by 23.2 percent and 24.4 percent respectively. The number persons 65 and over in the City and County below poverty changed relatively little over the same period.

Table 5.7 Poverty Rates Boyer City and Charlevoix County:2000 & 2010										
Municipality	Females With Children < 18 Below Poverty					Age 65 and Over Below Poverty				
	2000*		2010**		% Change	2000*		2010**		% Change
	#	%	#	%		#	%	#	%	
Boyer City	106	26.8%	149	51.2	24.4%	37	6.7	41	6.5	-0.2%
Charlevoix Co.	163	25.6%	281	48.8	23.2%	222	5.9%	309	6.4	0.5%

Source: U.S. Bureau of the Census*
American Community Survey 2006-2010**

Housing Characteristics

As shown by the 2010 census the City of Boyer City has a significant number of seasonal units as 21.9 percent of the total housing units in the City are seasonal units. This was a 2.3 percent increase in seasonal units. While owner occupied units is still the most prevalent type of housing in the City, over the past decade there has been a shift towards renter occupied units. Since 2000 the percent of owner occupied units decreased by 8.4 percent with approximately 1 in 3 homes in City being renter occupied.

Table 5.8 Housing Characteristics Boyer City 2000-2010								
	Total Housing Units	Total Occupied Housing Units	% Owner Occupied	% Renter Occupied	Total Vacant Housing Units	% Seasonal*	% Vacant Owner	% Vacant Renter
2000	1,935	1,468	75.6%	24.4%	467	19.6%	0.5%	7.5%
2010	2,292	1,635	67.2%	32.8%	657	21.9%	5.2%	7.8%

Source: U.S. Census Bureau
*Figure shows the seasonal housing units as a percentage of the unit's total housing units.

Table 5.9 shows the age of the housing units in the City of Boyne City. Generally speaking, the older a housing unit is the more likely it is to be in need of rehabilitation. As a rule of thumb, any housing unit that is older than 50 years may be in need of at least some rehabilitation, if not a great deal of renovation. Data from the American Community Survey indicates that 36.3 percent of the homes in the City were constructed prior to 1960. While many of the older homes in the City are beautiful, historic and well kept homes; several are in need of repair and renovations.

Table 5.9 Age of Housing Stock Boyne City								
Year Structure Built	1939 or Earlier	1940-1949	1950-1959	1960-1969	1970-1979	1980-1989	1990-1999	2000 or later
Number	654	97	83	241	396	262	424	142
Percent	28.4%	4.2%	3.6%	10.5%	17.2%	11.4%	18.4%	6.1%
Source: U.S. Census Bureau								

The percentage of household income spent on housing costs is often looked at in order to measure the possible need for additional affordable housing stock. Data found in **Table 5.10** shows the percentage of household income spent on owner occupied housing in the City of Boyne City. According to the latest available data from the American Community Survey the median value of housing in the City for 2013 was \$126,100 and the average rent was \$631 per month.

Table 5.10 Home Ownership Costs as Percentage of Household Income Boyne City					
	<20%	20-24.9%	25-29.9%	30-34.9%	>35%
Number of Units	174	104	67	140	337
Percent of Total	21.2%	12.7%	8.2%	17.0%	41.0%
Source: U.S. Census Bureau					

Chapter 6 Natural Resources

The greatest attractions for the residents and visitors of northwest Michigan are the area’s environment and natural features. Recreational activities such as hunting, fishing, golfing, skiing, snowmobiling, boating and a multitude of other outdoor activities attract people from all areas of Michigan, as well as from many other states. Often long time visitors decide to move to the area upon retirement. The abundant outdoor recreation opportunities and the natural environment significantly contribute to the quality of life in Boyne City as well as contributing to the local economy.

Climate

The lake effect on Boyne City’s climate is significant throughout most of the year. The prevailing westerly winds, in combination with Lake Charlevoix and Lake Michigan to the west, produce this lake influence. The lake effect increases cloudiness and snowfall during the fall and winter and also modifies temperatures, keeping them cooler during the late spring and early summer, and warmer during the late fall and early winter. In the late winter as ice builds up on the lakes, Boyne City is subjected to temperature variations which are more closely associated with interior locations of the State. Diminished wind speeds or winds which do not traverse large unfrozen lakes often produce clearing skies and the colder temperatures expected at inland locations. This area seldom experiences prolonged periods of hot, humid weather in the summer or extreme cold during the winter, due to the way the pressure systems move across the nation. Temperature and precipitation averages are shown in **Table 6.1**.

Period	Average Temperature (in degrees Fahrenheit)			Average Precipitation (in inches)	
	Max	Min	Mean	Total	Snow
Jan	28.3	13.1	20.7	2.34	31.0
Feb	32.0	13.0	22.5	1.55	20.8
Mar	42.3	20.0	31.2	1.82	10.6
Apr	57.2	31.8	44.5	2.48	4.1
May	69.8	41.8	55.8	2.92	0.3
Jun	78.7	51.7	65.2	2.91	0
Jul	82.9	56.4	69.7	2.65	0
Aug	80.8	55.5	68.1	3.67	0
Sep	72.6	49.0	59.0	3.83	0
Oct	59.2	38.6	48.9	3.89	0.8
Nov	44.8	29.9	37.3	3.05	12.7
Dec	32.7	20.0	26.3	2.66	31.3
Annual	56.8	35.1	45.9	33.77	111.6

Source: Michigan State Climatologist Office. Site: Boyne Falls MI, station 200925

Climate data from 1981 through 2010 show that the prevailing wind is westerly, averaging nine mph. The average relative humidity, at 1 P.M., varies from 51% for May to 78% for December, and averages 63% annually. Summers are dominated by moderately warm temperatures with an average of nine days exceeding the 90° F mark. In July and August of 2006 temperatures 100° F or higher recorded. The lake influence is reflected in the minimum temperatures with an average of 173 days at 32° F or lower, including average of 22 days at 0° F or lower. During this period, the

highest average monthly maximum temperature of 88.8° F was recorded July 2006, and the lowest average monthly minimum temperature of 0.9° F was recorded February 1994.

Climate data from 1981 through 2010 show the average date of the last freezing temperature in the spring was June 5, while the average date of the first freezing temperature in the fall was September 11. The freeze-free period, or growing season, averaged 97.2 days annually. The average seasonal snowfall was 116.2 inches with 122 days per season averaging 1 inch or more of snow on the ground, but varied greatly from season to season.

Precipitation is usually distributed throughout the year with the crop season, April-September, receiving an average of 18.3 inches or 56 percent of the average annual. The average wettest month is September with 3.9 inches, while the average driest month is February with 1.39 inches. Summer precipitation typically comes in the form of afternoon showers and thundershowers. Annually, thunderstorms will occur on an average of 26 days. Michigan is located on the northeast fringe of the Midwest tornado belt. The lower frequency of tornadoes occurring in Michigan may be due, in part, to the effect of the colder water of Lake Michigan during the spring and early summer months, a prime period of tornado activity.

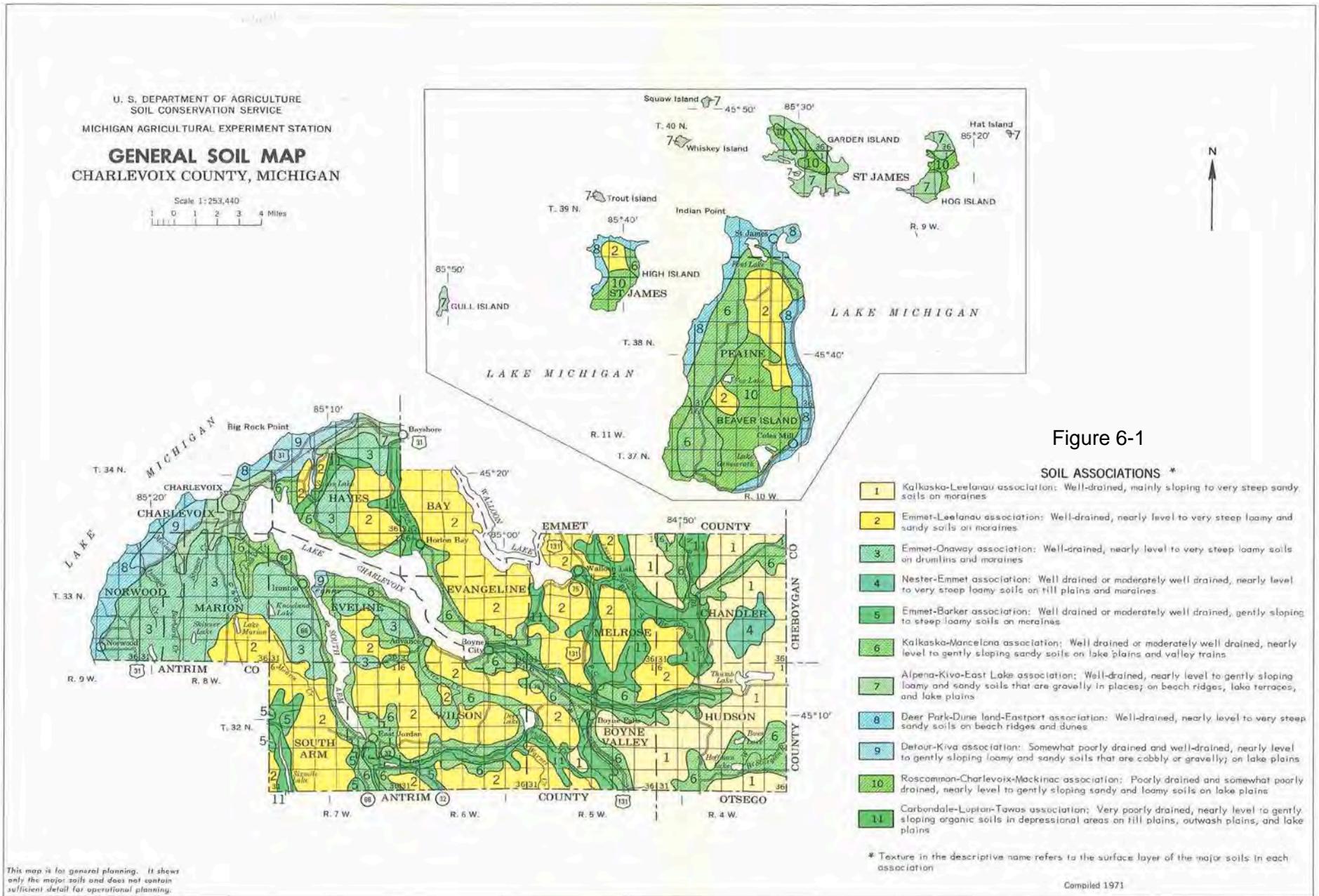
Soils

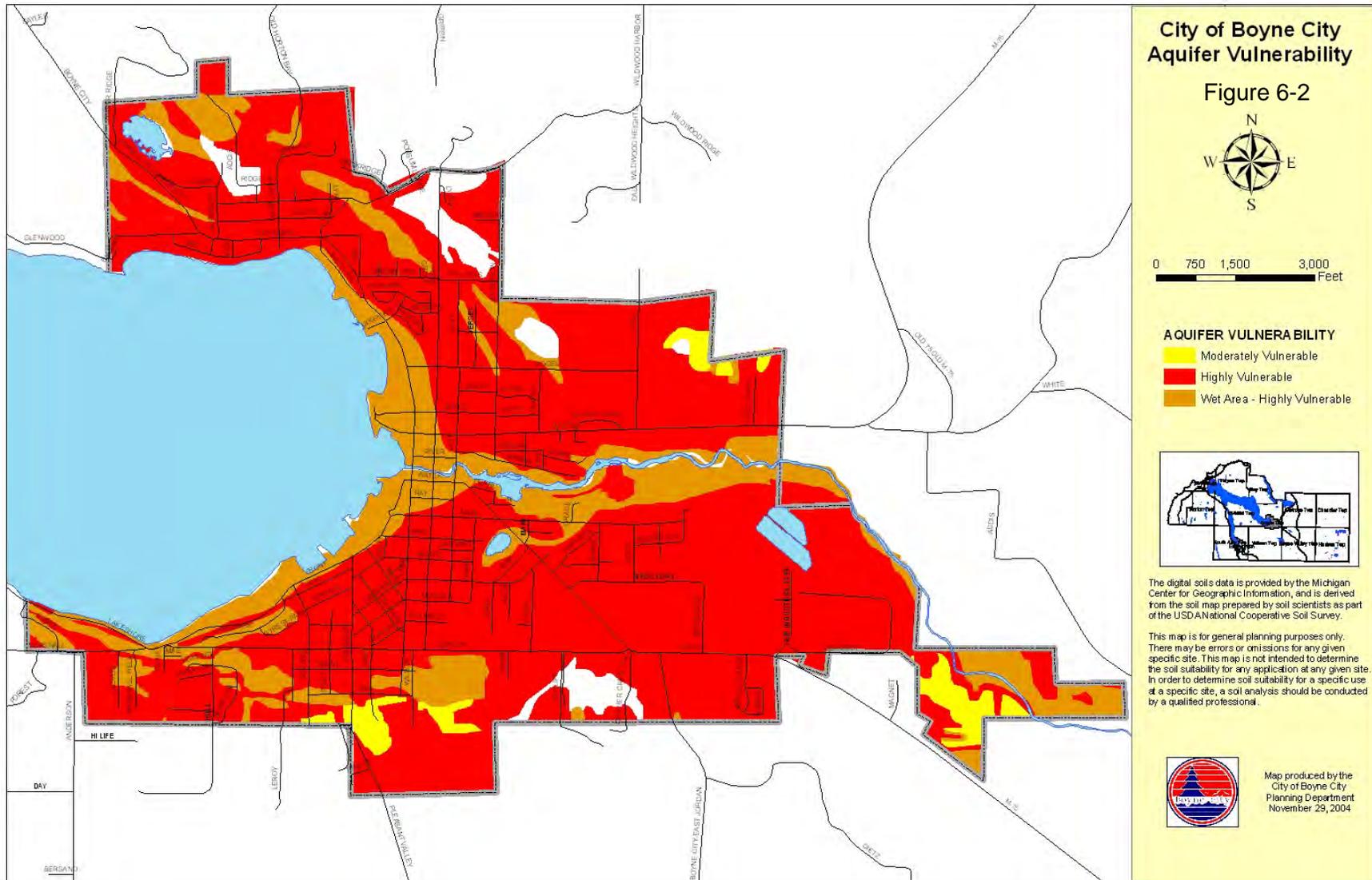
The various kinds of soils in Boyne City differ from each other mainly because they developed from different kinds of parent materials, under different conditions of drainage, and for different lengths of time. The mineral soils were formed after the glaciers melted and the processes of soil formation began to alter the glacial debris. These soils are grouped by texture of parent material and natural drainage.

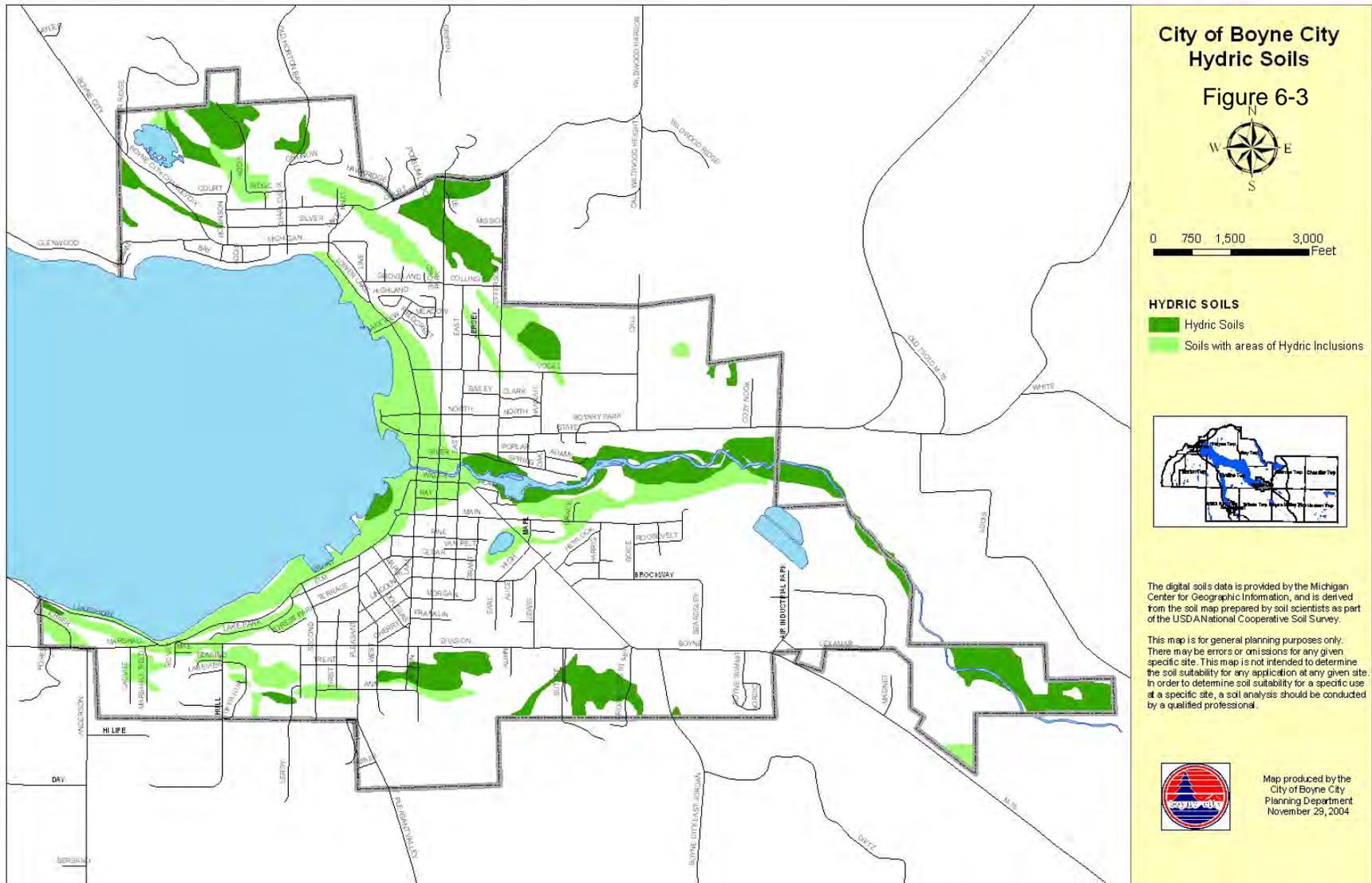
The descriptions of the general soil types in Boyne City are listed in **Table 6.2**. In Boyne City the majority of the soils are comprised primarily of Emmet-Leelanau Association and the Kalkaska-Mancelona Association. **Figures 6-1 to 6-5** show the general soil types and soils suitability and constraints in Boyne City. In **Figure 6-5**, since the impact of the soil limitations on the placement of septic systems is most significant in areas not currently served by City sewers, the sewer lines are also shown on this map, to provide for a more complete assessment of the situation.

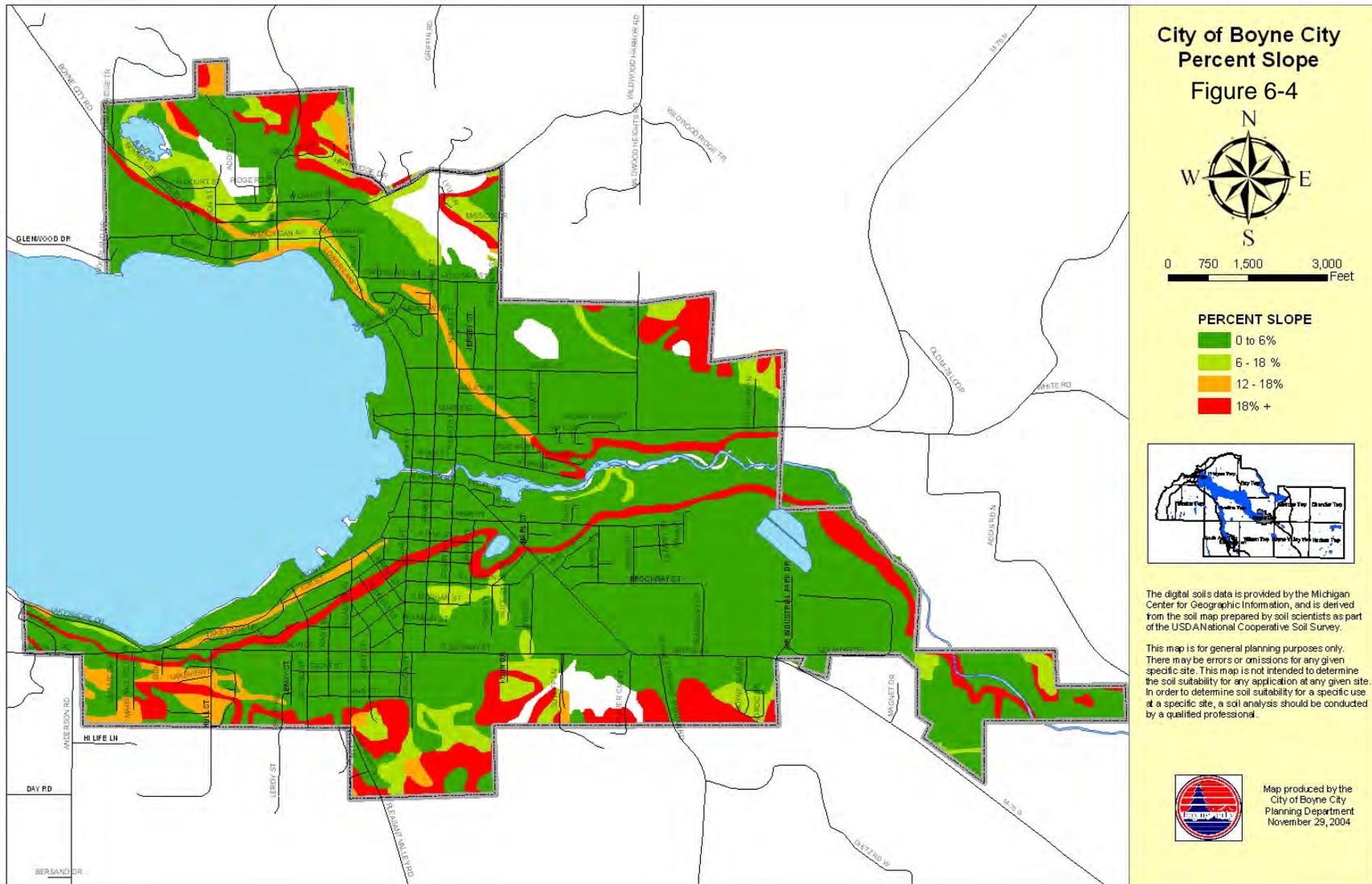
Table 6.2 Boyne City General Soil Types	
Soil Type	Description
Emmet-Leelanau	Well drained, nearly level to very steep loamy and sandy soils on moraines
Kalkaska-Mancelona	Well drained or moderately well drained, nearly level to gently sloping sandy soils on lake plains and valley plains
Carbondale-Lupton-Tawas	Very poorly drained, nearly level to gently sloping organic soils in depressional areas on till plains, outwash plains, and lake plains

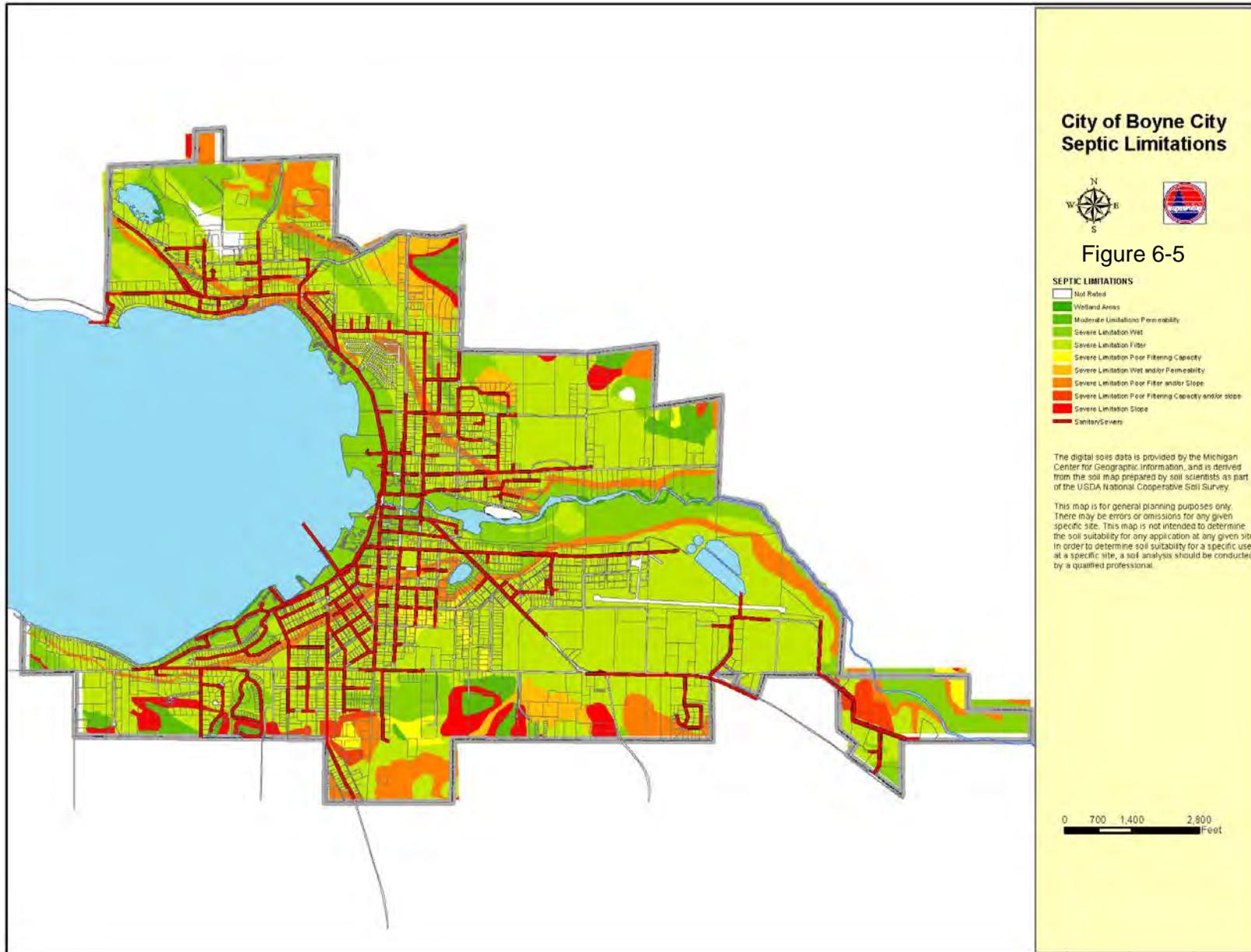
Source: Soil Conservation Service











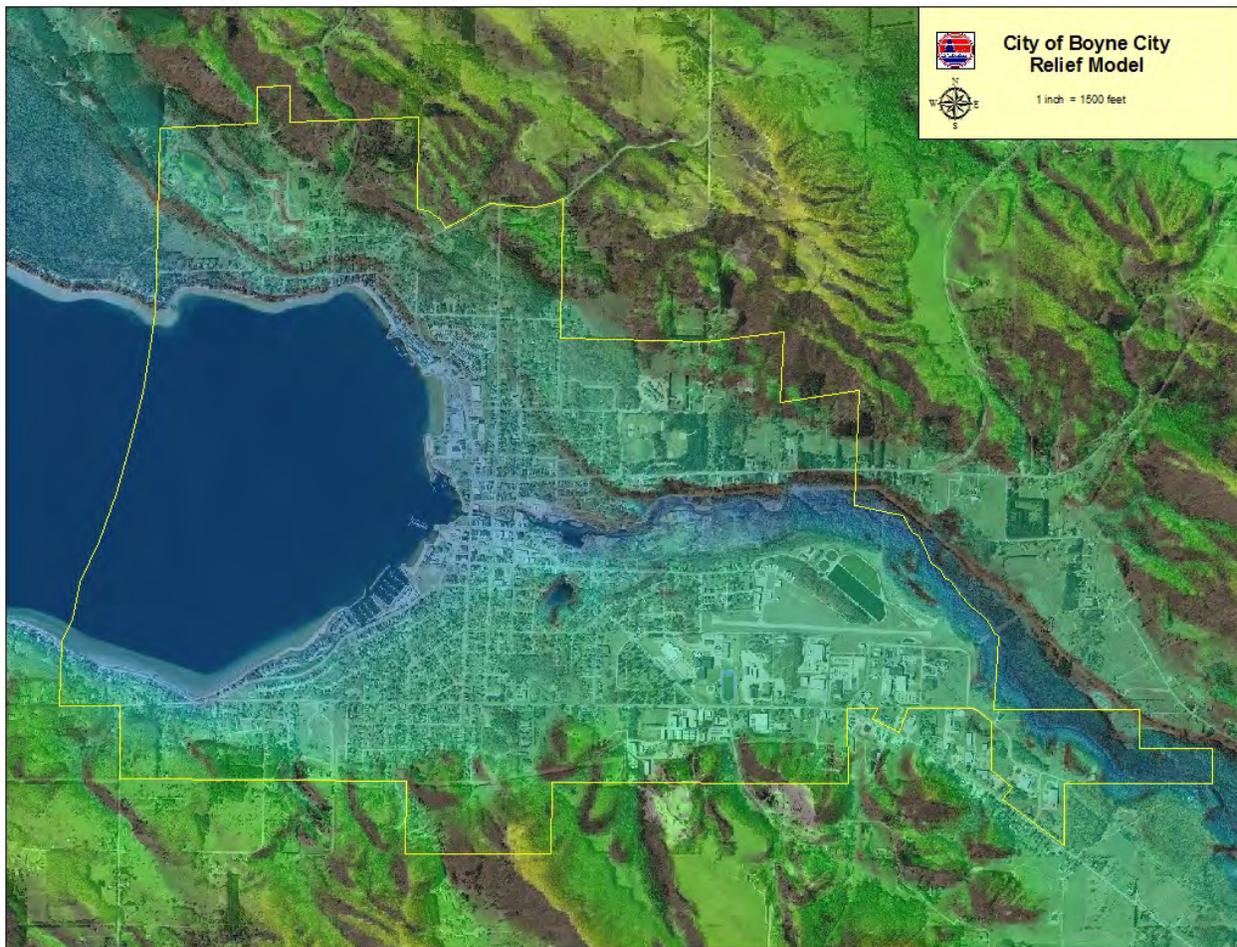
Geology

The basic structure and texture of the land found in northwest Michigan are products of geological forces occurring centuries ago. The foundation upon which northwest Michigan rests is the result of glacial advance and retreat that shaped northern Michigan's landscape. Depending on their proximity to the surface, the bedrock formations deposited during these glacial activities have a direct bearing on where certain types of development can occur. Fortunately, these formations are not a constraint in Boyer City, although outcroppings of bedrock are found in other areas of Charlevoix County.

One of the most notable features of Boyer City's landscape is ground moraines. Moraines are accumulations of sand and gravel that were carried by a glacier and then deposited when the glacier melted. Moraines form the northern and southern boundaries of the City and provide topographic relief as well as scenic beauty. Avalanche is a prime example.

Large sections of Boyer City rest in a lake plain that is sandwiched between glacial ground moraines. The relative flatness of the center of the City near Lake Charlevoix and the Boyer River is characteristic of this lake plain area. From a geological standpoint, development constraints associated with this area are essentially nil.

Figure 6-6



Topography

An evaluation of the community's topography provides insight into site construction limitations, potential erosion problems and concerns regarding drainage. The hills within Boyne City obviously provide visual relief and aesthetic beauty for community residents. However, they must be carefully managed if the problems just mentioned are to be avoided.

Boyne City's terrain is characterized by a lake plain where the business district is located and gently rolling hills within the community's residential neighborhoods. These features stand in sharp contrast to the City's steeply sloping northern and southern boundaries which can be clearly seen in **Figure 6-6** Boyne City Relief Map. In terms of topographic relief, areas in the City range from an elevation of just under 586 feet above sea level along Lake Charlevoix to more than 984 feet at Avalanche.

Water Resources

Boyne City's water resources can be classified into two major types: ground water and surface water. Groundwater is significant to the community as its quality and quantity determine how well the resource can satisfy the demand for water by City residents. In the City ground water resources are abundant and supply far exceeds demand and water is provided to most of the developed areas of City though the City's public water system. For areas not serviced by the public water system private wells are used by many residents.

Although not used for domestic water purposes, the community's surface water areas are extremely important natural resources. The surface waters help recharge the community's groundwater, create a distinctive natural landscape, attract and provide natural habitats for wildlife and have immeasurable recreational and aesthetic value.

Lake Charlevoix and the Boyne River are two of the region's most valued resources. There has been considerable interest in managing the City's water resources and over the years multiple planning efforts have been undertaken with the purpose to protect, preserve and enhance the resource. The recent and comprehensive planning efforts continue to include these resources as a major focus, including Boyne City Waterfront Master Plan and this updated Master Plan 2015.

These valued water resources also pose a potential threat to the flood risk associated with each. To help protect residents from flooding the City participates in the National Flood Insurance Program (NFIP). As of 2015, the Federal Emergency Management Agency (FEMA) is in the process of updating the existing 1982 Flood Insurance Rate Map (FIRM). It is vitally important to keep apprised of the status of this program as communities that are enrolled in the NFIP need to take specific steps to adopt the maps before the new maps become effective or the community will be suspended from the NFIP. In the City of Boyne City there are 33 NFIP policies that total \$2,335,000 in flood insurance coverage. The Flood Insurance Rate Map and the 100 and 500 year flood levels suggest construction within the flood plain must observe certain development guidelines. Also poor soils and sensitive forms of vegetation impose some limitations on development in this area. In several cases, however, development already has occurred within the flood plain.

Wetlands

Michigan's wetland statute, Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, defines a wetland as "land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh." The definition applies to public and private lands regardless of zoning or ownership.

Most people are familiar with the cattail or lily pad wetland found in areas with standing water, but wetlands can also be grassy meadows, shrubby fields, or mature forests. Many wetland areas have only a high ground water table and standing water may not be visible. Types of wetlands include deciduous swamps, wet meadows, emergent marshes, conifer swamps, wet prairies, shrub-scrub swamps, fens, and bogs.

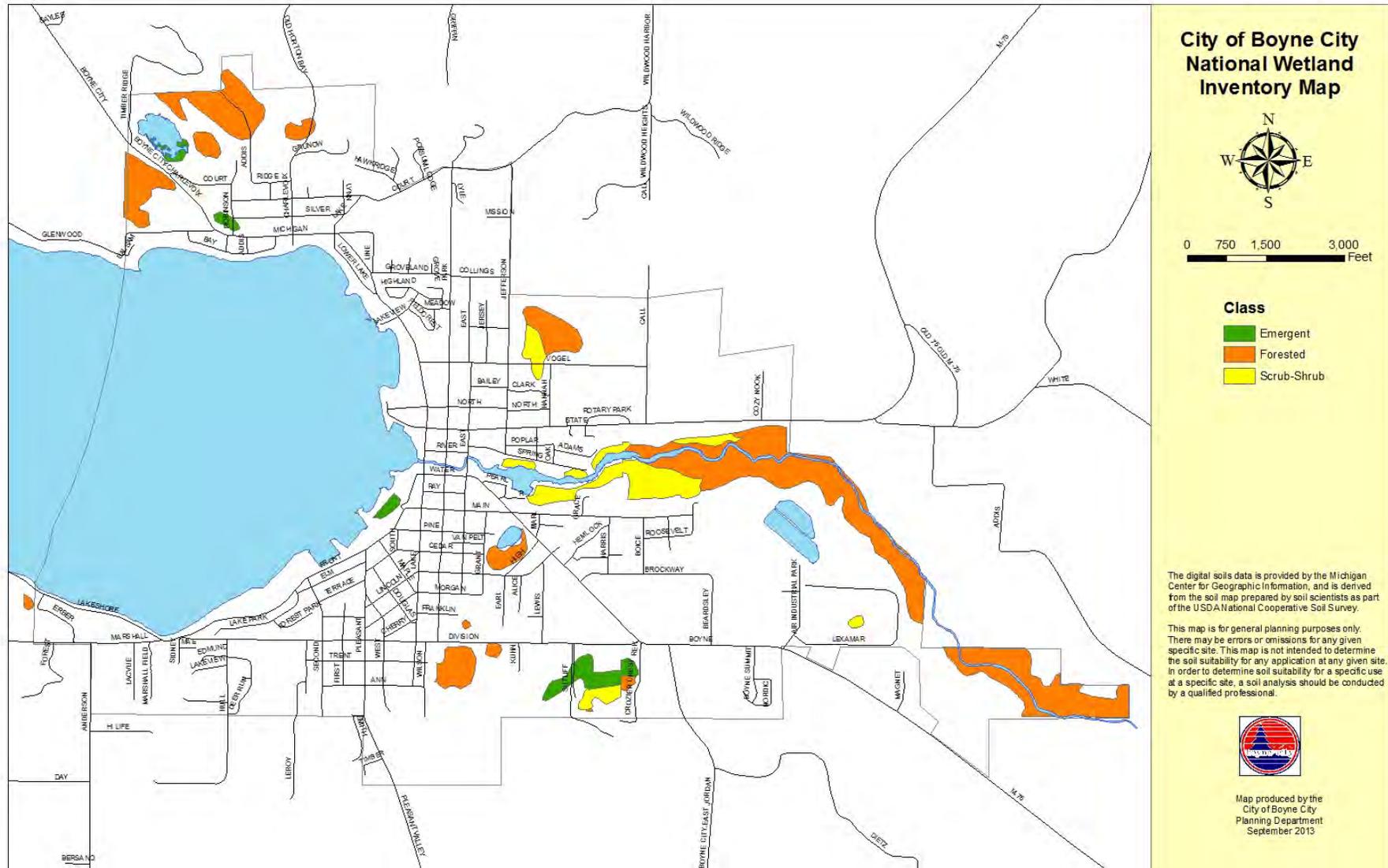
Wetlands are a significant factor in the health and existence of other natural resources of the state, such as inland lakes, ground water, fisheries, wildlife, and the Great Lakes. Michigan's wetland statute recognizes the following benefits provided by wetlands:

- Flood and storm control by the hydrologic absorption and storage capacity of wetlands.
- Wildlife habitat by providing breeding, nesting, and feeding grounds and cover for many forms of wildlife, waterfowl, including migratory waterfowl, and rare, threatened, or endangered wildlife species.
- Protection of subsurface water resources and provision of valuable watersheds and recharging ground water supplies.
- Pollution treatment by serving as a biological and chemical oxidation basin.
- Erosion control by serving as a sedimentation area and filtering basin, absorbing silt and organic matter.
- Sources of nutrients in water food cycles and nursery grounds and sanctuaries for fish.

These benefits, often referred to as wetland functions and values, often play a vital role in recreation, tourism, and the economy in Michigan. According to a 1991 United States Fish and Wildlife Service Wetland Status and Trends report, over 50% of Michigan's original wetlands have been drained or filled, thereby making the protection of remaining wetlands that much more important

The following wetland inventory map as shown in **Figure 6-7** was drafted pursuant to Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. The wetland inventory map shows potential and approximate locations of wetlands and wetland conditions. It is intended that the inventories be used in planning for development, open space designations, etc. as a way to protect wetland resources. The maps are **not** intended to be used to determine the specific locations and jurisdictional boundaries of wetlands for regulatory purposes. Only an on-site evaluation performed by the DEQ in accordance with Part 303 can be used for jurisdictional determinations. The DEQ has a Wetland Identification Program to assist property owners with identifying the location of any wetlands on their property and whether the wetlands are regulated.

Figure 6-7

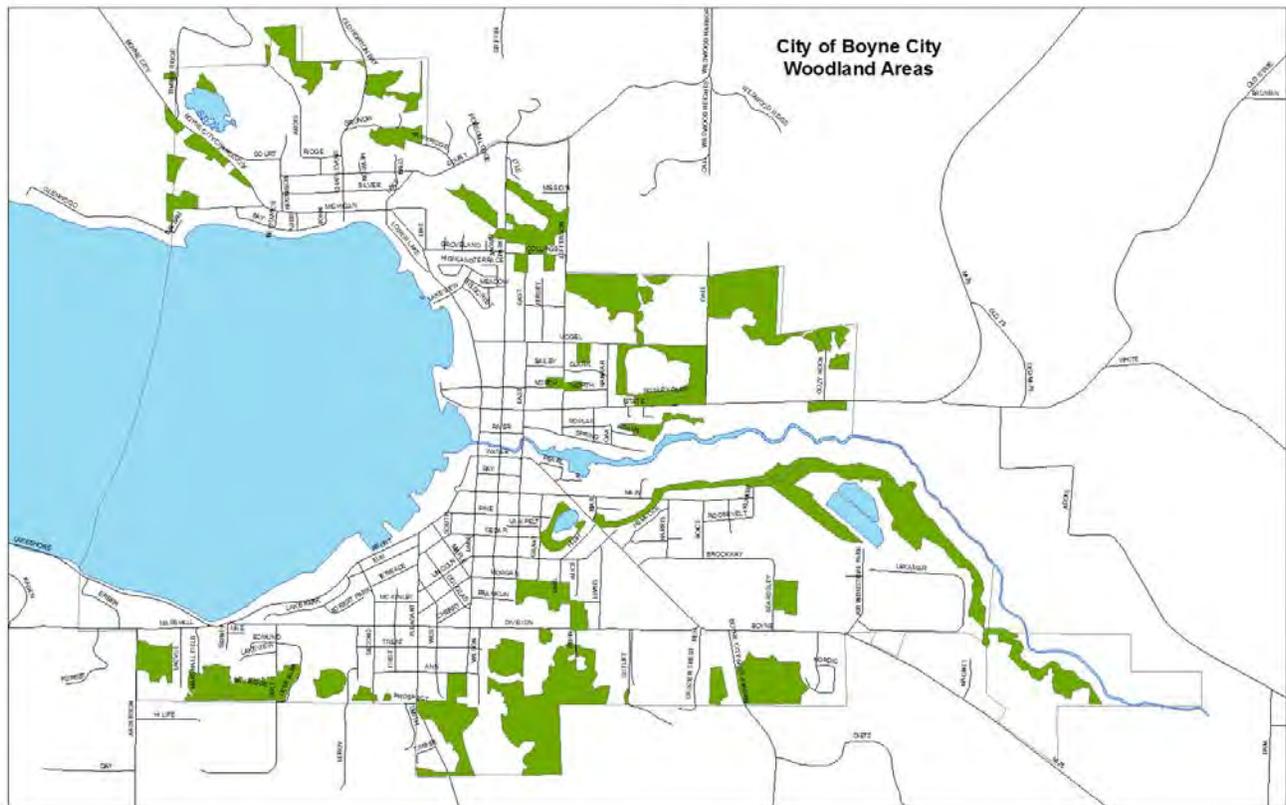


Woodlands

As shown on Figure 6-8, the United States Geological Survey data for the City of Boyne City shows the existence of several woodlands located primarily in undeveloped portions of the City. These woodlands are valuable as wildlife habitat and for aesthetic enjoyment. Woodlands moderate certain climate conditions such as flooding and high winds and protect watersheds from siltation and soil erosion caused by storm water runoff and wind.

Woodlands also can improve air quality by absorbing certain air pollutants as well serve as buffers between property uses. Future development projects should be laid out and designed so as to incorporate existing woodlands to maximum feasible extent.

Figure 6-8



Lake Charlevoix Watershed

A watershed is the area of the land's surface that drains to a particular water body. Boundaries are generally based on high elevations. For instance, the continental divide is North America's most famous watershed boundary. On the east side of the continental divide, the rivers and other water bodies all drain to the Atlantic Ocean. On the west side of the continental divide, all of the waters drain to the Pacific Ocean.

The City of Boyne City is located entirely within the Lake Charlevoix Watershed which collects water from a 214,400-acre area. The Lake Charlevoix Watershed is predominantly forested. Lake Charlevoix Watershed includes: Lake Charlevoix, the Jordan River, Boyne River, Stover Creek, Horton Creek, Loeb Creek, Deer Creek, Porter Creek, and Monroe Creek. Beech/maple, white

pine, and other upland forest account for just over 50% of the land in the Watershed. Wetlands are estimated to account for 22% of land use. Agricultural uses occupy approximately 15% of the land. The urban areas of Boyne City, Boyne Falls, Charlevoix, and East Jordan account for approximately 4% of the land use in the Watershed. The remaining 9% consists of water and other miscellaneous uses. Although this Watershed is still predominantly forested, development is occurring at a rapid pace reducing the amount of forests, agricultural lands, and wetlands.

The Lake Charlevoix Watershed Management Plan was written to address threats to the watershed, primarily from non-point source pollution. The Lake Charlevoix Watershed Advisory Committee was created to implement management plan steps, and in the past decade has been one of the most active watershed groups in the state. The Advisory Committee is a partnership between the Lake Charlevoix Association, Charlevoix Conservation District, Charlevoix County, Little Traverse Conservancy, Grand Traverse Regional Land Conservancy, Little Traverse Bay Bands of Odawa Indians, local township governments, friends groups, interested citizens, and Tip of the Mitt Watershed Council. The goal of the Advisory Committee is "to protect the water quality and high quality uses of the water resources of Lake Charlevoix and its tributaries by reducing the amount of non-point source pollution and preventing future contributions." The Lake Charlevoix Watershed Advisory Committee seeks to educate and involve the community in watershed management issues, and has had many successes.

Representatives from four townships and two cities in Charlevoix met on four occasions to discuss shoreline zoning issues, and opportunities for coordination and consistency between communities. The sessions were facilitated by MSU Extension staff. The products were reports detailing study group recommendations and specific language that each community could use to implement the recommendations. The reports are available for review and download at Tipp of The Mitt Website at <http://www.watershedcouncil.org>. One of the significant issue that emerged is the fact that approaches and challenges to shoreline protection varied widely between the cities, as a group, and the townships.



Chapter 7 Infrastructure and Facilities

The City of Boyne City takes a proactive approach to provide and maintain adequate infrastructure and facilities to serve the current and anticipated needs of residents, visitors, businesses and local industry. To facilitate this process, the City maintains an up-to-date Capital Improvement Plan which identifies and prioritizes infrastructure and facilities improvement projects with associated budget estimates. This chapter details the existing infrastructures and facilities including recent improvements and current projects that are in process.

Streets and Sidewalks

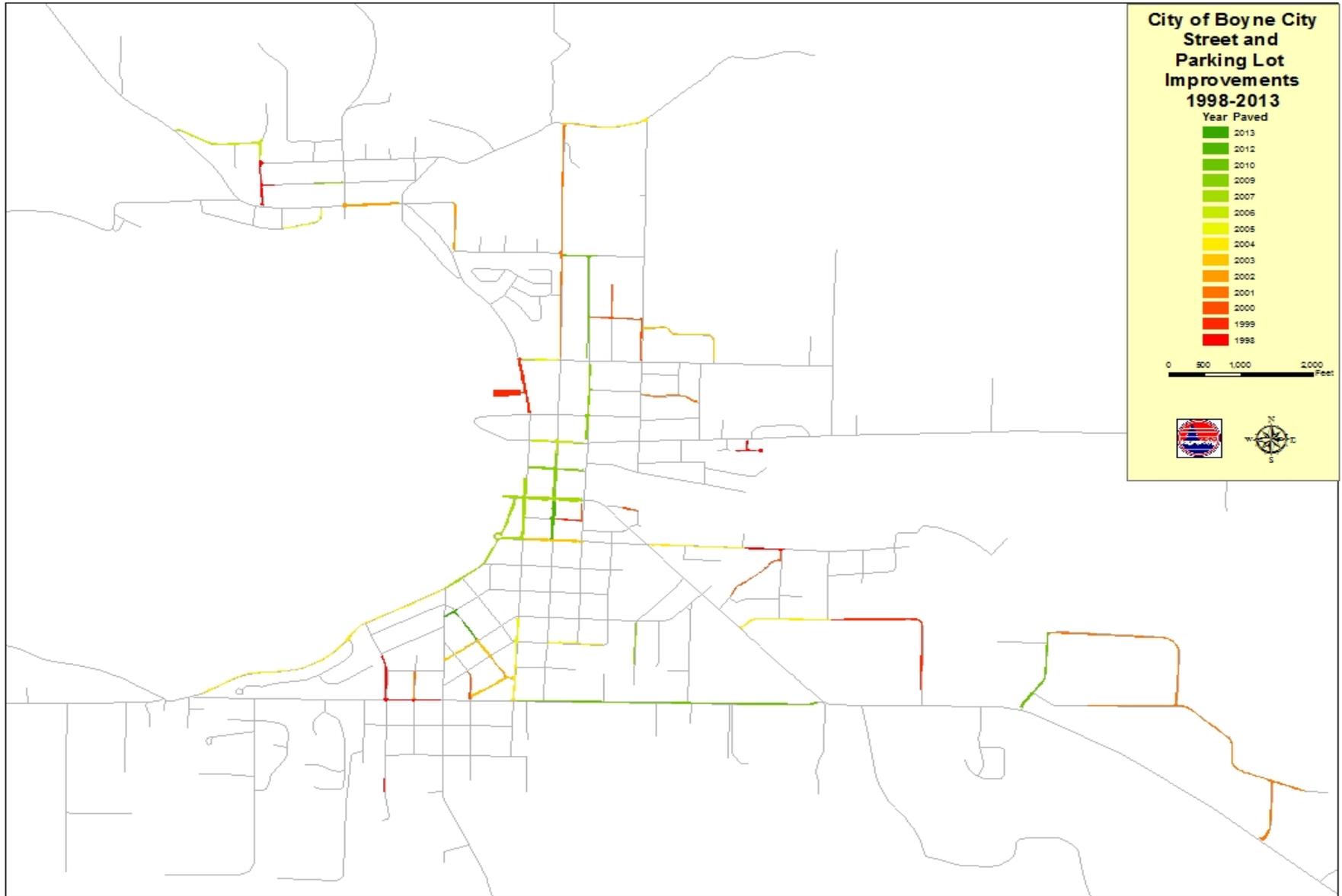
Streets

Boyne City residents are in close proximity to US-131 and M-32, and have relatively easy access to Interstate 75. Classified as a state arterial, US-131 was originally constructed to provide access to lakeshore communities and continues to serve that function today. State trunkline, M-75, loops through the City to connect to US-131 at the Village of Boyne Falls on the south and the unincorporated Village of Walloon Lake seven miles to the north. Locally, the connections between Boyne City and the neighboring communities of East Jordan, Boyne Falls and Charlevoix are generally adequate. The vehicular circulation within Boyne City is relatively easy and convenient; however north/south traffic through the city is somewhat restricted as traffic is forced to cross the Boyne River on bridges located on Lake, East or Park Street. This limitation does lead to some traffic congestion in the downtown particularly during festivals and events or street closures. To help ease congestion and limit the nuisance of heavy truck traffic through the downtown the City has designated and enforced a truck route that diverts through truck traffic around the core downtown.

Within the City there are approximately a total of 41 miles of roadway and maintained alleys. With the exception of M-75 the City Street department is responsible for maintaining all the developed public streets in the City. The City does have an agreement with the Charlevoix County Road Commission to plow a few city streets that connect directly to the County road system. As shown on **Figure 7-1** a total of 36.33 miles of City streets have been certified as of July 31, 2013 on the Act 51 mileage certification maps. This classification includes 12.77 miles designated as major street and 23.56 are designated minor. Fall Park Road, Boyne City-Charlevoix Road and Wildwood Harbor Road connect to county primary roadways and Anderson Road and Marshall Road west of Anderson are the only county local roads within the corporate limits. Act 51 creates the Michigan Transportation Fund (MTF) which is the main collection and distribution fund for state generated transportation revenue. The City as a Local Road Agency receives funding based on a distribution formula for all roads certified on the Act 51 certification. The certification map is reviewed and approved annually by the Michigan Department of Transportation.

For the past several years the City has collected road rating data as part of the street asset management program which focuses on maintaining existing infrastructure. The rating is based on observations of the condition of the road surface using the Pavement Surface Evaluation and Rating (PASER) system. The program prioritizes and directs investments towards maintenance improvements that are intended to maximize investment by proactively maintaining roads in order to extend the life of the pavement and reduce future repair and improvement costs. **Figure 7-2** shows a sample area of recent PASER ratings. The timing of maintenance projects is critical as once pavement begins to degrade it tends to deteriorate rapidly for all paved roads in the City. Each year City staff inspects all paved streets in the City

Figure 7-3



and assigns a rating of 1 through 10 for each road or segment of road. A rating of 10 designates a newly paved road and a rating of 1 would designate a road that has completely failed.

While the City’s main emphasis is on maintaining existing assets, the City does reconstruct some roads on a regular basis. As part of the City’s goal to improve its street system, the construction of curbs and gutters is included as part of these capital improvement projects whenever feasible. Road reconstruction projects are typically coordinated with the installation, extension or replacement of underground infrastructure to minimize disruptions and reduce the construction mobilization costs. **Figure 7-3** Illustrates which roads have been improved over a 16 year time span.

Crash Data

According to the City of Boyer City crash data there were 775 on-street accidents reported within the City from 2005 through 2015. During this period the highest number of vehicle accidents happened in January with 80 accidents (10.3%) occurring during the month and the least amount were in April with 35 (4.5%). Not surprisingly, winter weather appears to impact the number of accidents that occur in the City. The crash data shows that three of the four highest monthly accident totals occur in months of November through February accounting for almost 37% of the total accidents over the 10 year period. The next highest accident totals occur in July and August with 71 (9.2%) and 76 (9.8%) accidents respectively.

The crash data shows that the highest incidence of accidents occur in the downtown area at or near the Water Street intersections of Lake, Park and East with 151 (19.5%) of the reported accidents occurring in this 2 block area. The most common cause of accidents in this area was attributed to improper backing movements which accounted for 50 (33%) of the accidents in this area over the 10 year period.



The crash data shows that there have been 3 vehicle accidents involving pedestrians and 7 involving bicyclist from 2005-2014. The majority of these accidents occurred at intersections in the downtown area. The data also shows that the cause of the accidents was equally divided between the vehicle drivers and pedestrians or bicyclist. Four of the accidents were caused by the hazardous actions of the vehicle operators and four were caused by pedestrian or bicyclist, two of the accidents did not have a hazardous action noted. Failure to yield was the most common cause of an accident for each group.

Car-deer accidents are relatively common with a total 131 accidents accounting for 17% of all vehicle accidents from 2005-2015. While car-deer accidents can happen throughout the City there are several areas where deer frequently roam and have become more common locations for car-deer accidents. These crossing areas are located on M-75 near Rotary Park, on Boyne Avenue near High Street and on Division Street near the cemetery.

Sidewalks

The City has over 25 miles of concrete sidewalks that provide a good pedestrian connection throughout the City. While pedestrians can safely and easily walk to most locations in the City there are gaps in the system and the City is proactive in the development of sidewalks and continues to add to the system each year. In addition to the concrete sidewalks there is also 2.5 miles of paved non-motorized trails that run along Division and Front streets that provide additional routes for pedestrians and bicycles. In 2007 the City completed an inventory and assessment of the condition of all sidewalks in the City. The evaluation of the sidewalks was based on the condition of the concrete and the sidewalks were rated as good, fair or poor. This assessment showed that 79% of the sidewalks in the City were rated as in good, 8% were rated as fair and 13% were rated as poor. **Figure 7-4** shows the location and condition of all the sidewalks in the City.

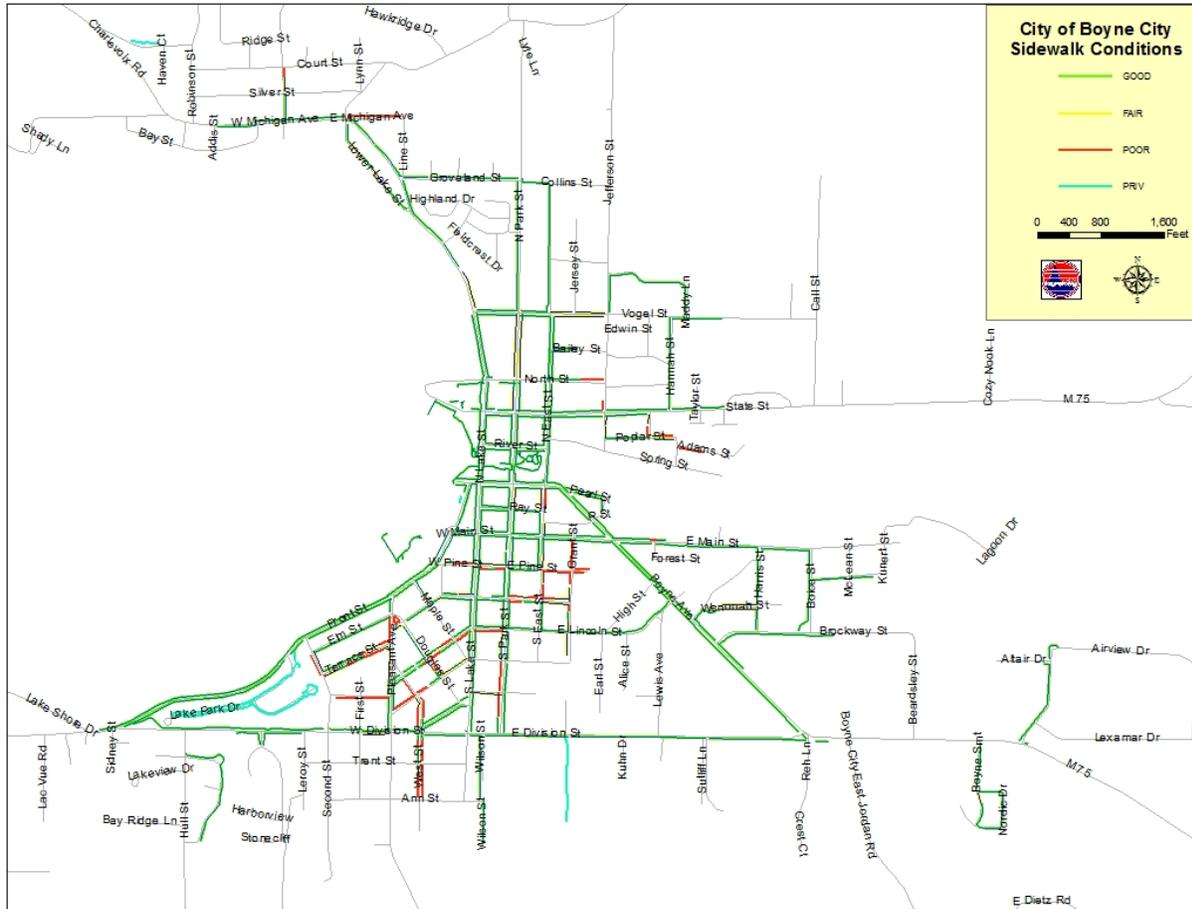
Water and Sewer Infrastructure

Sanitary Sewer

Wastewater treatment services have been provided by Boyne City since 1954. Anchored by a 10 million dollar treatment plant constructed in 2004, the sanitary sewer system services roughly two-thirds of the City's developed properties and a small portion of neighboring townships. The collection system consists of approximately 22 miles of gravity sewers, which vary from four inches to 20 inches in diameter, and seven miles of two-inch, four-inch, six-inch and eight inch diameter force mains (**Figure 7-5**). Approximately 500,000 gallons of wastewater are transported through these lines to the treatment plant per day. The treatment plant has a design capacity of 1,000,000 gallons per day. Present forecasts indicate that the treatment plant should be adequate to meet the community's needs through 2025, assuming new development does not have excessively high discharge volumes.

The treatment plant consists of aerated lagoons for primary and secondary treatment, including chemical addition to remove phosphorus. The lagoons have a total capacity of 59.3 million gallons and are located between the airport and the Boyne River. The lagoon effluent is then transported to Lake Charlevoix. Water quality tests are performed on the effluent discharged to the lake a minimum of five days per week. These tests have indicated that the effluent water quality meets all state and federal requirements and is cleaner than the lake water.

Figure 7-4



The collection system has been the focus of construction projects over the past several years. Severe infiltration and inflow problems in the system have been addressed, and the ability to serve new areas is again possible. Over 50 percent of the existing sanitary sewers in the City have been replaced in the past 12 years. This ongoing program replaces the most deteriorated mains and is coordinated with water and/or street replacement programs.

Whenever possible, new buildings are connected to the sanitary system. However, in areas not serviced by sanitary sewers, private septic systems are used. Most of these private systems, when properly built, have worked successfully. However, care must be taken to ensure that these systems continue to function properly and do not contaminate the community’s various water resources.

Both the wastewater and water systems are enterprise funds. Monies to operate and maintain these systems are generated through user fees. These fees include sewer and water billings, fees for services (i.e., laboratory analyses and trucked-in wastewater fees), and access (i.e., tap-in) fees. No general tax money is used to operate and maintain these systems.

Storm sewer

The stormwater collection system has been systematically separated from the sanitary sewer system. The previous “combined” system, which linked stormwater collection directly to sanitary sewer lines, put a huge demand on the sanitary sewer system during heavy rain events. Additionally, the cost to process the relatively clean stormwater was very high.

Figure 7-5

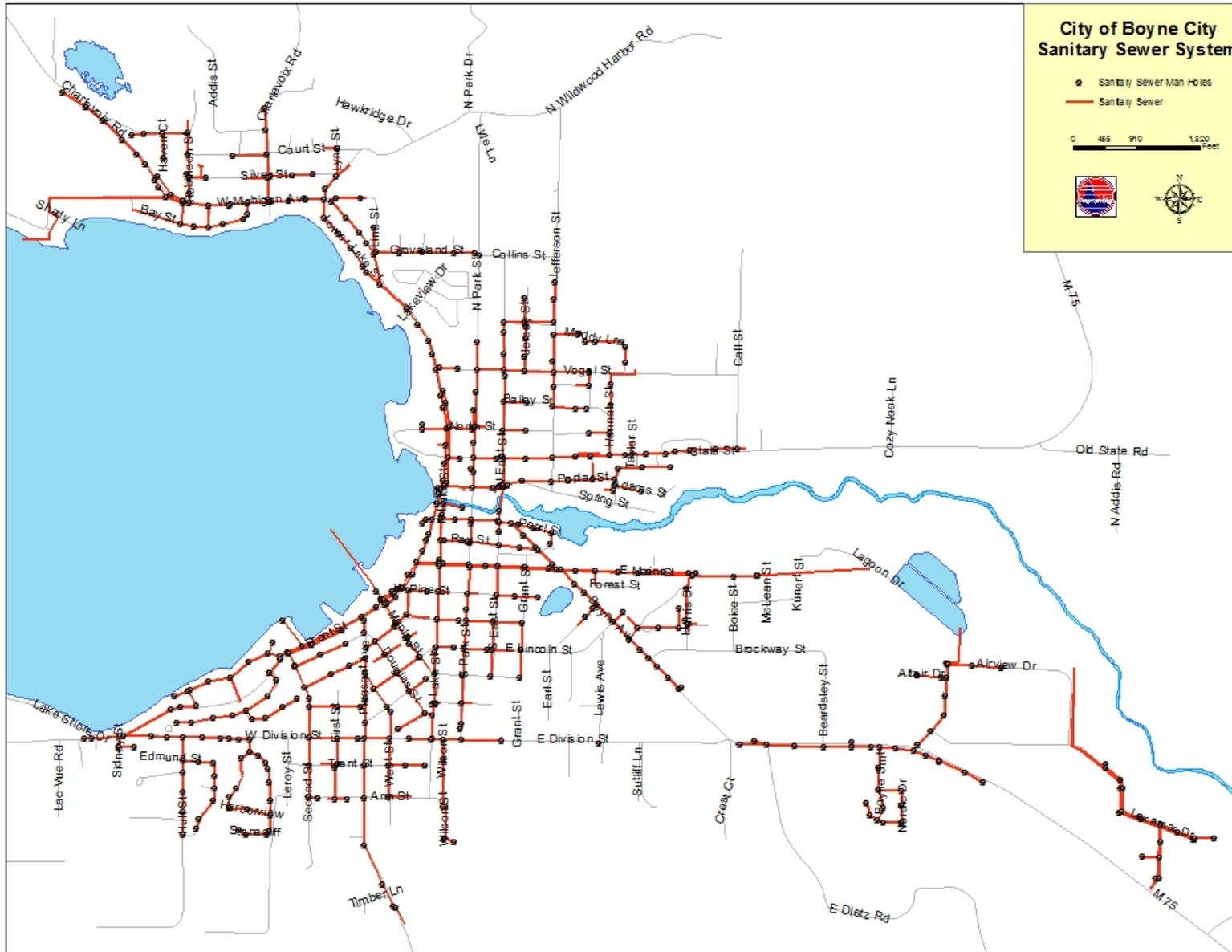


Figure 7-6

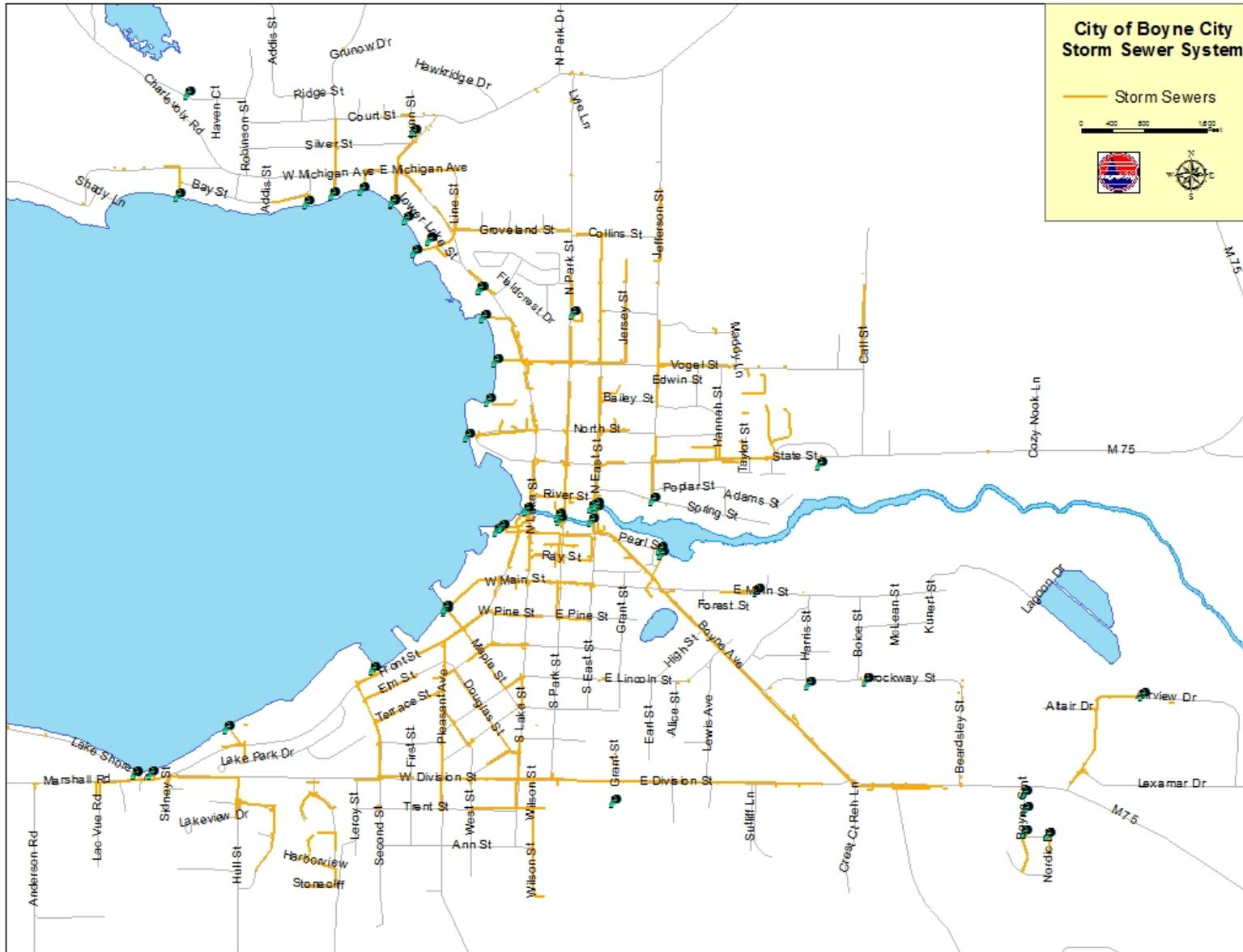
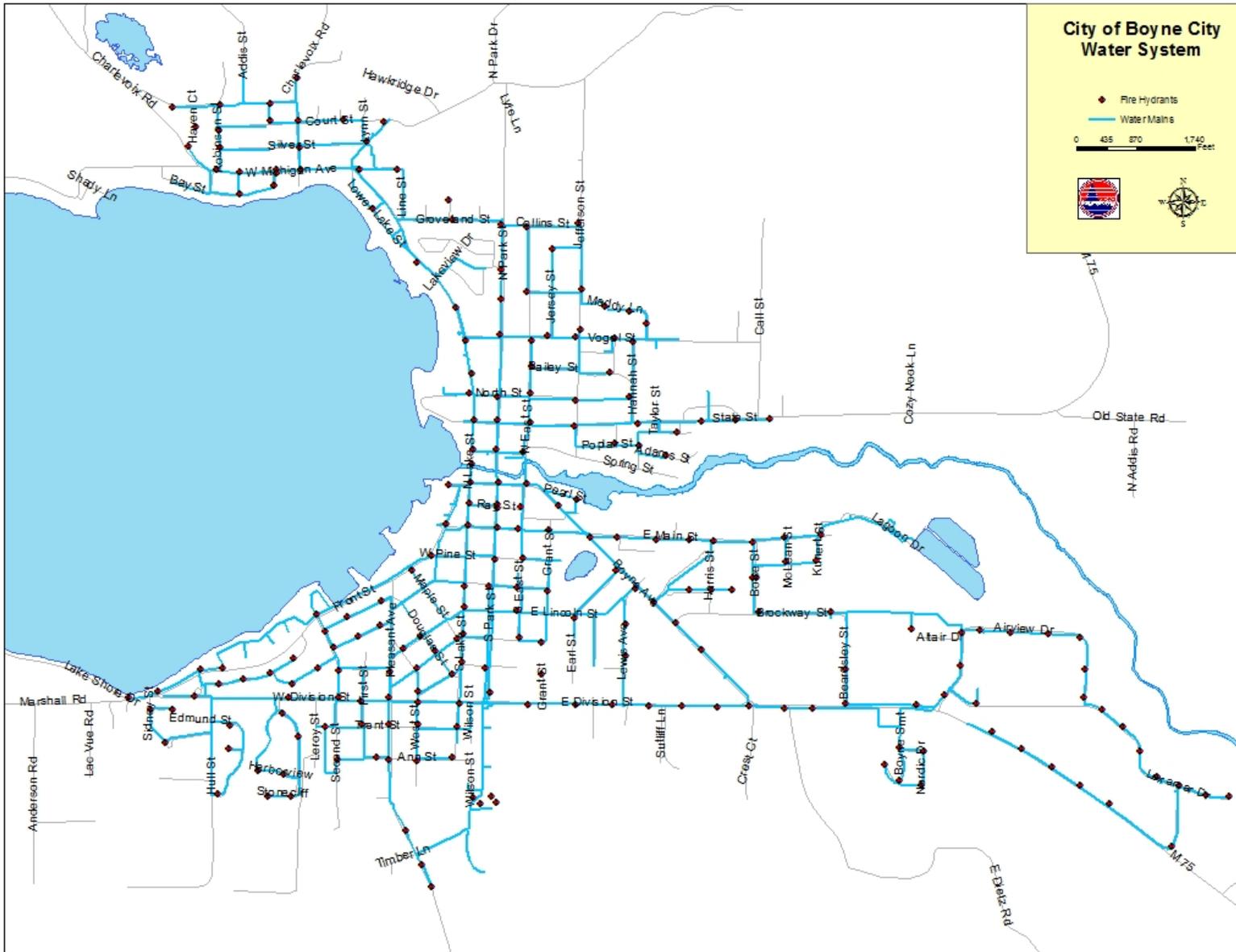


Figure 7-7

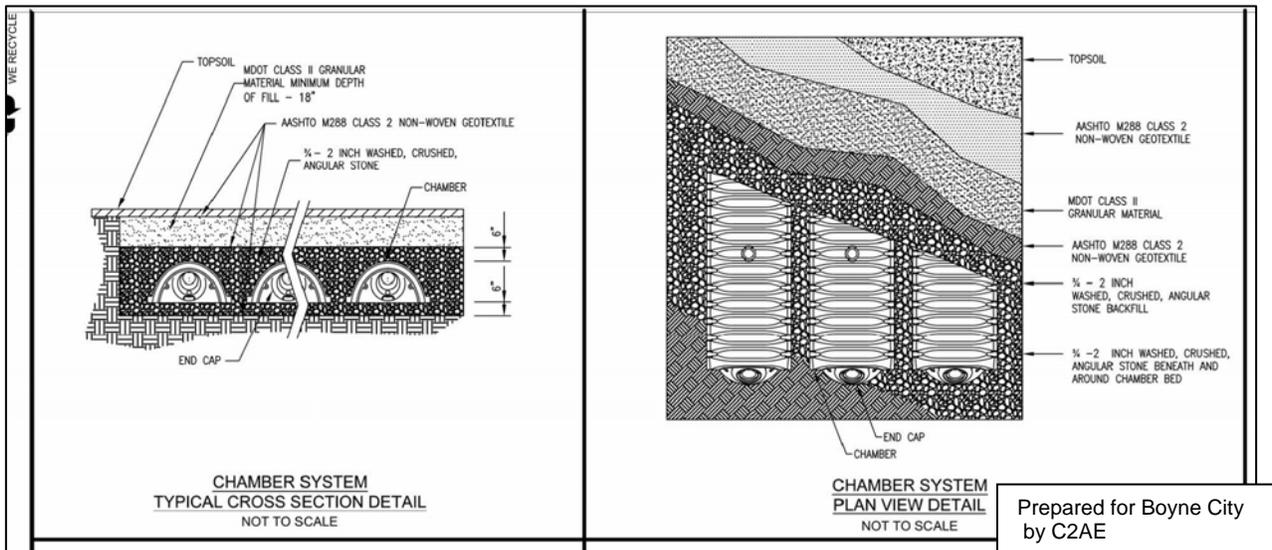


The system today (**Figure 7-6**) consists of pipes varying from six inches to 36 inches in diameter, and open ditches to carry storm water to the lake, river, or other discharge sites.

Whenever possible, manhole sumps, check-dams, and retention/detention basins are put in place to trap sand and debris prior to allowing the stormwater to enter the lake or river. In steep areas of the City where the stormwater system (i.e., pipes or ditches) is not available, stormwater is collected along the curb of the roadway and channeled to the stormwater system or to an appropriate area for disposal.

New developments are encouraged to construct “on-site stormwater disposal” whenever possible. Bio-retention systems designed to contain and hold normal rainfall events are preferred. These systems allow the stormwater to slowly soak into the soils after the rain event has subsided. Only during unusually heavy rainfall (or snow melt) would these systems overflow to the stormwater system. Given the practical impact of increased runoff created by new construction, the City frequently requires that such stormwater be retained or detained on-site.

Figure 7-8



The City has taken a proactive approach to the treatment of storm water and continues to make improvement to the storm water system. One example is the Storm water treatment system installed in Sunset Park in 2009 (Figure 7-8). This system collects and treats storm water collected from the Front and Lake Street area of downtown. Nearly \$250,000 has been earmarked for storm drainage projects relative to street infrastructure improvements within the City’s six-year Capital Improvement Plan (fiscal years ending 2015 through 2020).

Water

Boyer City’s public water system consists of five production wells and 23 miles of distribution mains. As shown on **Figure 7-7**, most of the developed areas in the City are served by the water system.

The five production wells (two on the south side of Boyer City near Avalanche Preserve and three on the north side near the City limits) have a combined pumping capacity of 3,380 gallons per minute. Constant pressure is maintained by a 250,000 gallon in-ground reservoir located two-thirds of the way up Avalanche hill, and a new 500,000 gallon reservoir near the

north well site. These reservoirs will store enough water to serve the City's needs for one full day under normal conditions.

The water distribution system consists of pipes (varying from two inches to 12 inches in diameter), valves, and over 200 fire hydrants. This system has also been the focus of construction projects for the past several years. Approximately 65 percent of the old water mains and services have been replaced over the past 12 years.

As with the sanitary sewer replacement program, this ongoing program (which replaces the most deteriorated water mains) is coordinated with the sewer and/or street replacement programs. A few areas of low pressure or low volume are also being addressed in the replacement program. Most of these problems are caused by small diameter mains or location in the higher elevations of the service area.

The pumping capacity and the improved distribution system allow new development to be added to the water system. As with the wastewater treatment plant, forecasts indicate that the water system should meet the community needs through 2025, assuming new development (primarily industry) does not place abnormal volume demands on the system.

Whenever possible, new buildings are connected to the water system. However, residents living in areas not serviced by the water system must rely on private wells for drinking water. Adequate water quality and volume for these wells make this a viable alternative.

Facilities

Boyne City Marina

The Boyne City marina is a 42 slip municipal marina located in downtown Boyne City near the mouth of the Boyne River. The marina provides seasonal and transient slips from 20' to 60' with electricity, water and portable pump-out. The staffed marina office is located adjacent to Veterans Park and offers a restroom, showers, free WiFi, a boat launch, courtesy bicycles and a courtesy vehicle. Temporary mooring is available at the shoppers dock for boaters that desire to spend a few hours in town. From its location on the east end of Lake Charlevoix there is direct access to Lake Michigan 15 miles away.

The City has had numerous discussions regarding the future of the marina over the years and since 2003 the City has prepared and completed several plans and studies for the potential future expansion of the marina. In 2007 a formal joint marina permit application was submitted to the Michigan Department of Environmental Quality (DEQ) and US Army Corp of Engineers (USACE) for approval. In reviewing the application the DEQ listed several items of concern with the submitted application. While some of the items were relatively minor, the area of most concern was the amount of public trust waters and public navigation impairment. As sufficient changes could not be made to the permit application the application was formally denied in 2009 by the DEQ. The USACE never took action on the application after the denial from the DEQ.

After the denial the City exercised its rights to appeal the denial and through the appeal process the City met with representatives from the DEQ and these discussions resulted in a revised plan. With the downturn in the economy and limited funding availability, the City developed a plan that could be built in phases. The proposed phases were reflected in the 2010 Marina Plan.

In 2012 the City submitted the 2010 plan for review by the DEQ and the USACE. Because of the low water levels, the DEQ indicated the plan would not be valid without dredging. As dredging was not a part of the original 2007 permit application a new permit application needed to be submitted. In order to not jeopardize the funding for the project the City opted to amend the application on file to address the current project and submit a new application using for the 2013 Plan as shown in **Figure 7-9**.

Boyne City Airport

Boyne City Airport is one of four public airports in the County. The others are located in East Jordan, the City of Charlevoix and on Beaver Island. A fifth privately owned airport is operated by the Boyne Mountain Ski Lodge, located just ten minutes east of Boyne City by car.

The Boyne City Municipal Airport is located one mile east of downtown Boyne City and is adjacent to the Air Industrial Park. It is an unattended facility with a 4,000-foot hard surface runway that has an annual use of approximately 5,500 flights. There are currently 33 hangars located at the airport with significant room for additional hangars. The unattended terminal building contains a pilots lounge, WiFi, flight planning computer, telephone, and restroom facilities. Fuel is available on a self-service basis. A courtesy vehicle is also available at the airport.

Presently, there are about 12 aircraft based at the airport in Boyne City. Given current trends in the number of pilot licenses being issued, the likelihood of that number increasing is uncertain; however, future growth could easily be accommodated. The majority of these planes are owned and operated by private individuals, many of whom own second homes within the Boyne City area. However, the importance of the airport is not solely due to its role for tourists. The importance to the City is primarily due to increased use by local industries, many of whom are becoming more dependent upon such services.

The Boyne City Airport is a state-regulated facility and is subject to MDOT Airport overlay zoning guidelines. **Figure 7-10** shows the MDOT airport overlay zoning districts covering the Boyne City Airport and surrounding area. Zones 1 through 5 correspond to the MDOT compatible land use matrix which contains land use guidelines and planning strategies, provided in Appendix A.

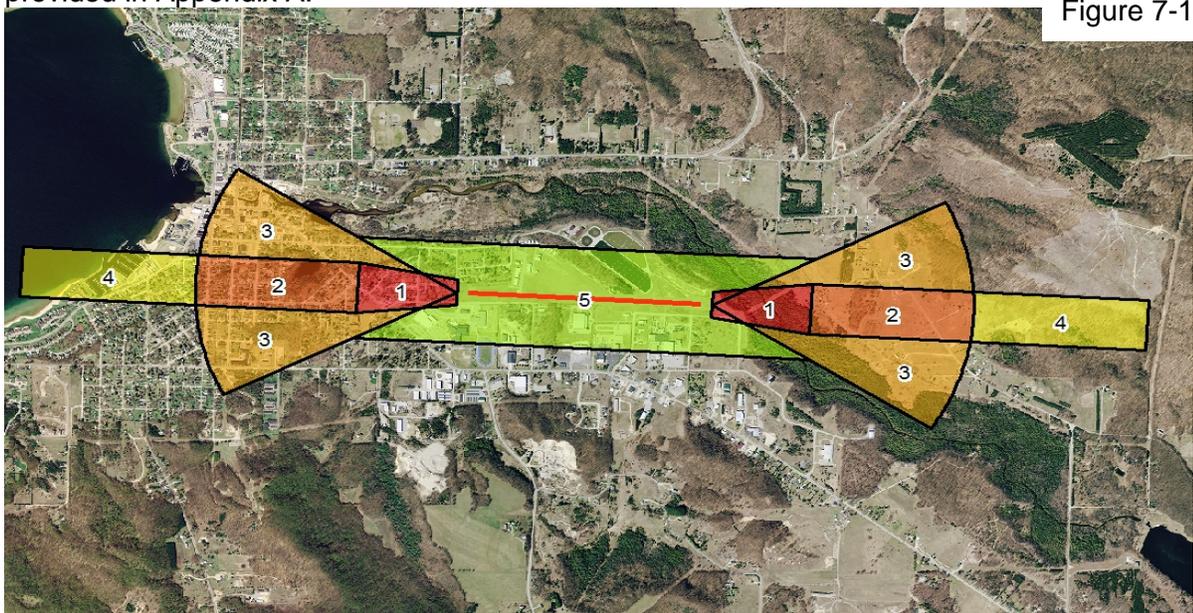


Figure 7-10

City Hall

On the shore of Lake Charlevoix in the downtown of Boyne City, Boyne City's City Hall is located on a 6 1/2 acre parcel bounded by Lake Charlevoix on the East, North Street to the south, Lake Street to the West and Honeywell property to the north. The building that now serves as City Hall was originally built in 1937 as the headquarters of the Top-O-Michigan Electric cooperative. While the building has some community significance as an early part of the development of Boyne City, the building itself does not have any particular historical significance. The building has been home to the Boyne City Government for the past 28 years. The building currently houses most of the city governmental functions, the DPW superintendents office, the Police and Planning Departments, the City's Historical Museum and space is leased to the Michigan State University Cooperative Extension Service. The 10,800 square foot building has undergone several major additions and renovations over the years. Because of the multiple additions to the building many of the interior walls are load bearing of heavy masonry construction having once been exterior walls. This has been a significant constraint to the use of the space and the major reason for the current inefficient floor plan layout as the interior load bearing walls and short roof spans are barriers to the reconfiguration of the interior space.

Plans for a new City Hall and Emergency Services facility are in the works, based on a millage approved by the Boyne City voters in May 2015. The facility would be built on the existing City Hall property. It is anticipated that construction will begin in the spring of 2016. The rendering below is a conceptual drawing of the new facilities.



DPW Garage/Fire Hall

Also constructed in 1937 for the Top-O-Michigan Electric Cooperative, the DPW Garage/Fire Hall now houses the Street Department garage, Fire Department and storage for the Police Department. The oldest section of this structure is built of triple coursed masonry with a truss framed wood roof system. This part of the structure has been subdivided many times as needs have changed over the years. The north portion of the facility was added in 1960 with additions to the west end of the Fire Hall in the late 1970's. While the newer additions to the building are in generally good condition, the older portion of the building is in need of significant remodeling/repair.

By Fall 2015, it is anticipated that all the DPW facilities will be consolidated and relocated to a new facility being constructed on the North Boyne Property. The rendering is a conceptual representation of the new DPW facilities.

*North Boyne*

North Boyne is a formerly mostly vacant parcel of land that is currently the location of the City's leaf and yard waste composting area. The entire site is a relatively large parcel containing approximately 25 acres. The facility is operated by the Street Department and is used by the department for storage of equipment and supplies as well as the composting activities. Approximately two acres are used for yard waste and composting piles and approximately 6 acres are used by the Street Department. The property has a fenced storage yard, a 30 x 40 storage building and 40 x 60 salt barn. The remainder of the property is occupied by the north well fields, a reservoir and wetlands. The main entrance to the property is from Robinson Street which is through platted property. Access is also available off Court Street and Ridge Street. By the end of 2015, the DPW offices and facilities will be relocated to a newly constructed facility located at the North Boyne property.

Chapter 8 Existing Land Use Profile

The Existing Land Use Profile details the location, type, and extent of land development in the community. Knowledge of existing land development patterns is an essential component of the comprehensive planning process. Without a clear understanding of current land development patterns and issues, it is impossible to prepare a sensible plan for future land development.

The information contained in this profile will also serve as useful reference on land development as Boyne City officials consider future land development proposals as well as the need for public facility and infrastructure improvements in the context of the adopted Comprehensive Plan.

Survey Methodology

As part of the 1997 Boyne City Comprehensive plan a field survey of existing land uses was completed in May 1996. Each parcel of property in Boyne City was inspected and the current use recorded on a property line base map. To update the map Aerial photos from 2012 were reviewed and field inspections were completed in summer of 2013. The use of each parcel was in turn categorized in accordance with a predetermined land use classification system, which is compatible with the Michigan Land Cover/Use Classification System (see **Table 8.1**) developed by the Michigan Department of Natural Resources (MDNR) and used by the Michigan Resource Information System (MIRIS). The field data was then entered into a computer mapping file as an overlay to the City's property line base map. Finally, the land coverage for each land use category was calculated.

Existing Land Use Inventory

As shown on Map 8-1, land use in Boyne City has been classified into nine major categories: single-family residential; two-family residential; multiple-family residential; mobile home parks; downtown core; commercial; industrial; public/semi-public; and vacant, other land, and rights-of-way. The following table summarizes the classification system used to categorize existing land uses in Boyne City. The numbers in parenthesis refer to the corresponding use-coding system used by MIRIS.

General points that can be made regarding Boyne City's existing land use include the following:

- Undeveloped land accounts for roughly 60 percent of all property within the City limits.
- Of the developed land uses found in Boyne City, the dominant form of development is single-family residential, accounting for approximately 33 percent of the City's total developed acreage.
- In addition to the redevelopment of existing underutilized sites, there is opportunity for new development due to the amount of available undeveloped land. Demand for additional housing, more commercial space, and limited industrial development can be accommodated within these areas.
- The hub of activity in Boyne City is the downtown core. As a general rule, the further from this core the structures and population tend to be less dense.

Table 8.1 Land Use Classification System City of Boyne City	
Single/Two-Family Residential	Land occupied by single-family detached dwelling units, seasonal dwellings, manufactured homes outside of designated mobile home parks, and their related accessory buildings such as garages. Land occupied by two-family dwelling units and their related accessory buildings such as garages. These units may have been specifically constructed as a duplex unit or may be a converted single-family structure.
Multiple-Family Residential	Land occupied by multiple-family dwelling units (structures which contain 3 or more dwelling units) such as apartments, townhouses, and the like, and accessory uses such as parking lots and small recreational facilities such tennis courts and swimming pools.
Mobile Home Park	Land occupied by manufactured dwelling units sited in a planned community and their related accessory service structures and recreational spaces.
Downtown Core	Land occupied in this area has the highest concentration of commercial uses. A prime characteristic of the area is the offering of goods and services primarily directed at the pedestrian shopper. A wide variety of uses are found in the district including retail, service, professional office, restaurants, and limited residential uses.
Commercial	Land that is predominantly occupied for the retail sale and/or service of products such as retail establishments, personal and business service uses, and repair service facilities.
Industrial	Land occupied by manufacturing industries, processing facilities, warehouses, and nonmanufacturing uses which are primarily industrial in nature. Lands so classified may include areas with or without buildings where raw or semi-finished materials are fabricated or those using or storing raw materials for primary production or extractive operations such as mining sites.
Public/Semi-Public	<p>Public uses are land and facilities that are publicly operated and available for use by the public. Examples include schools, government buildings, parks, correctional facilities, hospitals, , and marinas.</p> <p>Semi-public uses are land and facilities which may be privately owned or operated but used by the public or a limited number of persons. Examples include churches, cemeteries, and private clubs.</p>
Transportation Utilities and Rights-of-Way	Category includes developed and undeveloped road rights-of-way, airport, sewer and water utilities.
Vacant and Other Land and	Vacant and other land are undeveloped lands which includes forest land, wetlands, and barren lands.

Table 8.2 details the distribution of each land use type by total acres, as well as the percent of total acreage and percent of developed acreage which is occupied by that land use type. A discussion of the existing land use pattern follows.

Table 8.2 Existing Land Use 2014 City of Boyne City			
Land Use	Total Acres	Percent of Total Acreage	Percent of Developed Acreage
Single/Two Family Residential	756	29.8	43.9
Multiple-Family/Group Residential	75	2.9	4.4
Mobile Home Park	21	0.8	1.2
Downtown Core	25	0.9	1.4
Commercial	44	1.7	2.6
Industrial	129	5.1	7.5
Public/Semi-Public/Institutional	294	11.7	17.1
Transportation/Utilities/ R.O.W.	375	14.8	21.9
Vacant & Other Lands	817	32.3	NA
Total	2536	100.0	NA

Residential Land Use

Land used for Single and Two-family dwellings occupy approximately 756 acres of land and account for 43.9 percent of the total developed land area in the City. In addition to privately owned residences, a government sponsored project of single-family detached units catering to low-income families exists in the vicinity of Wenonah Street. Along with an additional ten units scattered throughout the City, these units are owned by the Boyne City Housing Commission, have been well maintained, and are consistently occupied.

The vast majority of the City’s single-family dwellings are constructed on lots platted in the early 1900’s. Diversity characterizes these structures in terms of architectural styles and materials, size, number of stories, and structural condition. Additional residences are located outside of platted subdivisions and are usually situated on large lots.

Increased demand for single-family homes during recent years has resulted in infill development throughout the community and new subdivisions of limited size. New homes constructed in older areas have helped to upgrade neighborhoods showing signs of decline. New subdivisions in the City’s southwest and southeast sections have served to upgrade the community as a whole.

Two-family dwellings occupy five acres of land within the City. This represents less than one percent of the total developed land area. Two-family dwellings may be originally constructed as such or may occupy a converted single-family structure. Most two-family dwelling units in Boyne

City occupy converted structures and are interspersed within the City's single-family residential neighborhoods.

Multiple-family/Group Residential development occupies about 75 acres, 4.4 percent of the City's total developed acreage. This category includes condominiums such as Harborage Condominiums and the Landings and apartment developments such as Park View and Lake View apartments. Many of these multiple-family projects, like the Landings and the Harborage, cater to seasonal residents. and group and elderly housing developments such as Deer Meadows and The Brook.

Lakeview Village is the City's only mobile home park. It is situated on approximately 21 acres on the east side of North Lake Street, just north of the central business district. Lakeview Village contains 152 units. As with condominium developments, the demand for additional manufactured homes is also likely to increase as persons seek housing alternatives that are less expensive than conventional homes.

Downtown Core

Approximately 25 acres of Boyne City is occupied by commercial, office and limited residential uses that make up the Downtown Core. These uses, together, account for almost 1 percent of the developed land area. The Downtown Core, which encompasses areas around Water Street and Lake Street between North Street and Main Street, serves as the community's primary retail service and activity center. Its compactness, central location, and diversity of shops, services and restaurants have helped guarantee the area's long term viability and is the strength of this core area. Convenience, comparison, and specialty shopping goods may be purchased here. High quality and unique restaurants in the Downtown Core have proven to be important economic drivers for the community serving residents and tourists as well as being regional destination for neighboring communities.

Commercial

Outside of the Downtown Core, Commercial uses occupy approximately 44 acres of land and account for about 1.7 percent of the City's total developed land area. Most businesses are found within two locations.

A moderately sized shopping center is located at the northeast corner of North Lake and Vogel Streets. Consisting of a major grocery store and several smaller shops, this facility tends to satisfy neighborhood convenience needs. As evidenced by this shopping center, problems associated with access and on-site circulation can result which create an unsafe situation for motorists and pedestrians as well. Site improvement guidelines pertaining to commercial development can help avoid many of the problems apparent with past development.

Toward the community's southeast corner, along M-75 south, lies the City's other major commercial district. Developed in strip fashion, these businesses are largely highway oriented and do not compete directly with the City's downtown core. Some vacant land is available for expansion or for new developments of a similar type should the need arise.

Industrial Land Use

Industrial uses occupy about 129 acres of land and account for 7.5 percent of the total developed land area. Industrial development within Boyne City is primarily concentrated within

two areas of the City. During the early 1900's, industry (like lumbering and tanning) located on the banks of Lake Charlevoix due to their dependence on water. This precedent, plus the fact that large areas of lakefront property were zoned for industry, invited other industries to locate on the Lake as well. The second area of industrial growth has been along the south leg of M-75, near the City limits and the airport.

Land for industrial expansion and development is virtually nonexistent adjacent to the existing industrial facilities located on the waterfront. Although some vacant land is available near the companies located on M-75 south, new sites suitable for industrial development must be identified to help ensure that growth opportunities are not missed in the future.

Public/Semi-Public/Institutional

Public/semi-public/Institutional land uses occupy almost 294 acres of land and account for 17.1 percent of the total developed land area in the community. Of which over 175 acres is City owned and dedicated as park lands. These lands also school system, cemeteries, municipal buildings, library and churches.

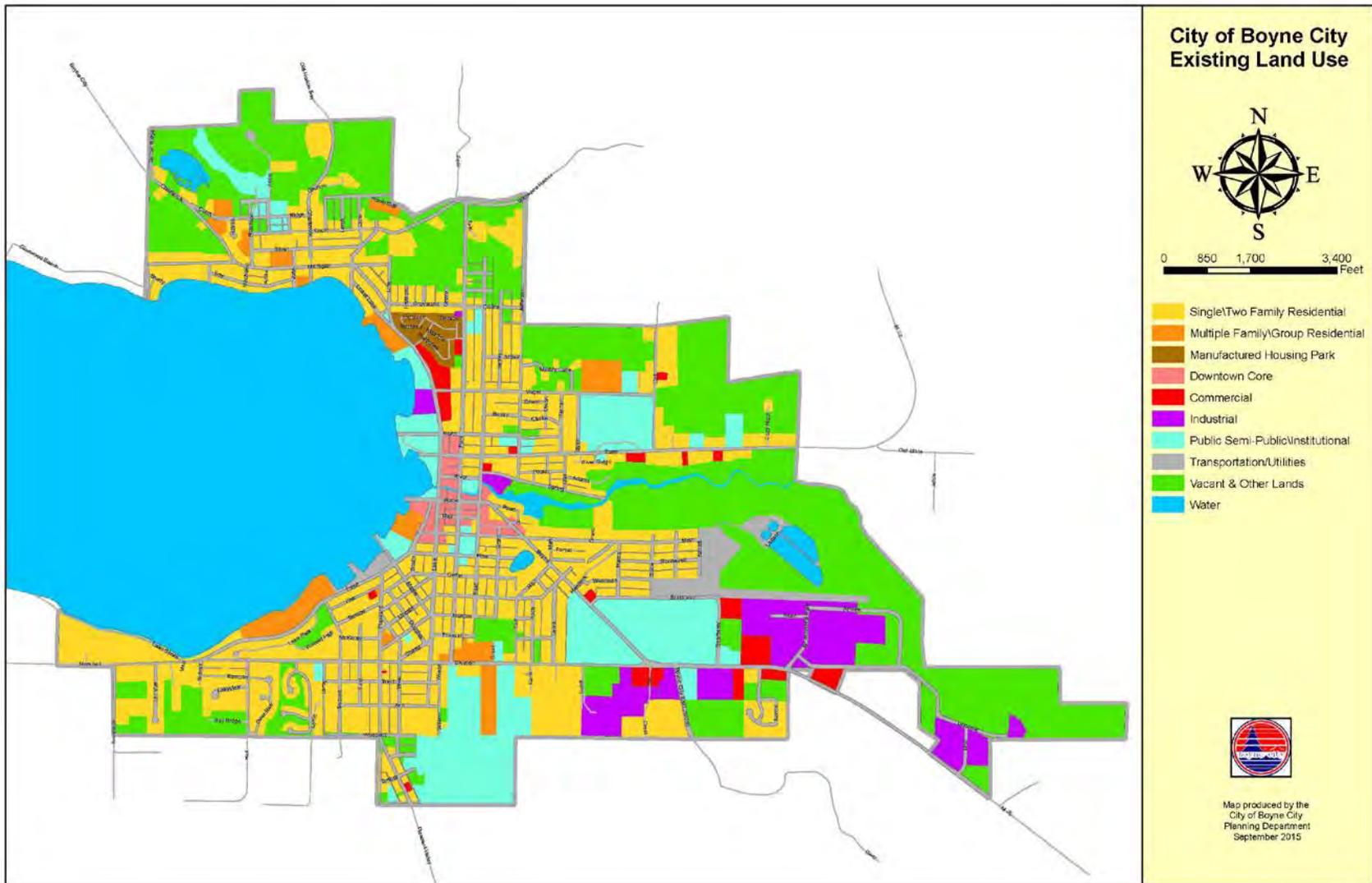
Due to the characteristics and/or locational needs of public/semi-public uses, these uses are often scattered throughout a community. This is true of the public/semi-public uses located in Boyne City. There is, however, a noteworthy concentration of public/semi-public uses in the southeast section of the City. Located within an area generally bordered by Division Street/M-75 and Brockway Street are Boyne City Public Schools, several Charlevoix County agencies, and a cemetery. Other significant public/semi-public landholdings include:

- The marina and associated facilities on the eastern shore of Lake Charlevoix;
- Rotary Park, an active recreation park located on the north side of M-75; and
- Avalanche Preserve, a passive recreation area located in the southern portion of the City.

Transportation, Utilities, Rights-of-Way and Vacant Other Lands

Almost 15 percent of total acreage of Boyne City is occupied by road rights-of-way or utilities and approximately 32 percent of the total land area in the City is comprised of vacant and other lands that remain undeveloped for the following reasons:

- Natural features (as indicated on the Natural Features, Soil Types, and Wetlands maps) are too constraining to allow development;
- Utility systems are absent; or
- There has been a lack of demand for land in these areas.



Appendix A – Airport Overlay Zoning Compatible Land Uses

Accident Safety Zone	Land Use Characteristics	Land Use Guidelines	Land Use Planning Strategies *All aviation uses are acceptable
Zone 1 (See Special Note)	Population Density	Avoid land uses which concentrate people indoors or outdoors.	<ol style="list-style-type: none"> 1. 0-5 people/acre. 2. Airport sponsor should purchase property if possible. 3. Zone land uses, which by their nature, will be relatively unoccupied by people (i.e. mini-storage, small parking lots).
	Residential vs. Non-Residential Land Use	Prohibit all residential land uses. All non-residential land uses permitted outright subject to the Population Density and Special Function Land Use guidelines.	<ol style="list-style-type: none"> 1. Create a height hazard overlay ordinance around the airport. 2. Airport sponsor should purchase property if possible. 3. Airport sponsor should obtain aviation and obstruction easements. 4. During the site development process, shift all structures away from the runway centerlines if possible. 5. Landscaping requirements shall establish only low growing vegetation. 6. Prohibit high overhead outdoor lighting. 7. Require downward shading of lighting to reduce glare. 8. Evaluate all possible permitted conditional uses to assure compatible land use.
	Special Function Land Use	Prohibit all Special Function Land Uses.	<ol style="list-style-type: none"> 1. Prohibit overhead utilities and all noise sensitive land uses. 2. Zone land for uses other than for schools, play fields, hospitals, nursing homes, daycare facilities and churches. 3. Limit storage of large quantities of hazardous or flammable material. 4. Ensure permitted uses will not create large areas of standing water, or generate smoke/steam, etc.

Special Note: Since the dimensions of Zone 1 correspond to the dimensions of the Runway Protection Zone (RPZ), those airports receiving federal grant dollars from the FAA's Airport Improvement Program, should strongly consider purchasing the RPZ or otherwise acquire rights to the property for the RPZ.

Accident Safety Zone	Land Use Characteristics	Land Use Guidelines	Land Use Planning Strategies *All aviation uses are acceptable
Zone 2	<p>Population Density</p> <p>Residential vs. Non-Residential Land Use</p> <p>Special Function Land Use</p>	<p>Avoid land uses which concentrate people indoors or outdoors.</p> <p>Prohibit all residential land uses. All non-residential land uses permitted outright subject to the Population Density and Special Function Land Use guidelines.</p> <p>Prohibit all Special Function Land Uses.</p>	<p>1. 0-5 people/acre.</p> <p>2. Zone land uses, which by their nature, will be relatively unoccupied by people (i.e. mini-storage, small parking lots).</p> <p>1. Create a height hazard overlay ordinance around the airport.</p> <p>2. Obtain avigation and obstruction easements.</p> <p>3. During site development process, shift all structures away from the runway centerlines if possible.</p> <p>4. Prohibit mobile home parks.</p> <p>5. Landscaping requirements shall establish only low growing vegetation.</p> <p>6. Prohibit high overhead outdoor lighting.</p> <p>7. Require downward shading of lighting to reduce glare.</p> <p>8. Evaluate all possible permitted conditional uses to assure compatible land use.</p> <p>1. Prohibit overhead utilities and all noise sensitive land uses.</p> <p>2. Zone land for uses other than for schools, play fields, hospitals, nursing homes, daycare facilities and churches.</p> <p>3. Limit storage of large quantities of hazardous or flammable material.</p> <p>4. Ensure permitted uses will not create large areas of standing water, or generate smoke/steam, etc.</p>

Accident Safety Zone	Land Use Characteristics	Land Use Guidelines	Land Use Planning Strategies *All aviation uses are acceptable
Zone 3	Population Density	Avoid land uses which concentrate people indoors or outdoors.	<ol style="list-style-type: none"> 1. < 25 people/acre. 2. Zone land uses, which by their nature, will be relatively unoccupied by people (i.e. mini-storage, small parking lots).
	Residential vs. Non-Residential Land Use	Limit residential development to Low Density housing standards. All non-residential land uses permitted outright subject to the Special Function Land Use guidelines.	<ol style="list-style-type: none"> 1. Create a height hazard overlay ordinance around the airport. 2. Obtain aviation and obstruction easements. 3. During site development process, shift all structures away from the runway centerlines if possible. 4. Prohibit mobile home parks. 5. Landscaping requirements shall establish only low growing vegetation. 6. Prohibit high overhead outdoor lighting. 7. Require downward shading of lighting to reduce glare. 8. Evaluate all possible permitted conditional uses to assure compatible land use.
	Special Function Land Use	Prohibit all Special Function Land Uses.	<ol style="list-style-type: none"> 1. Prohibit overhead utilities and all noise sensitive land uses. 2. Zone land for uses other than for schools, play fields, hospitals, nursing homes, daycare facilities and churches. 3. Limit storage of large quantities of hazardous or flammable material. 4. Ensure permitted uses will not create large areas of standing water, or generate smoke/steam, etc.

Accident Safety Zone	Land Use Characteristics	Land Use Guidelines	Land Use Planning Strategies *All aviation uses are acceptable
Zone 4	<p>Population Density</p> <p>Residential vs. Non-Residential Land Use</p>	<p>Limit population concentrations.</p> <p>Limit residential development to Low Density housing standards. All non-residential land uses permitted outright subject to the Special Function Land Use guidelines.</p>	<p>1. < 40 people/acre in buildings, < 75 persons/acre outside buildings.</p> <p>1. Create a height hazard overlay ordinance around the airport.</p> <p>2. Obtain aviation easements.</p> <p>3. Clustered development to maintain density as long as open space remains unbuilt. Place clustered development away from extended runway centerline.</p> <p>4. Prohibit mobile home parks.</p> <p>5. Require downward shading of lighting to reduce glare.</p> <p>6. Evaluate all possible permitted conditional uses to assure compatible land use.</p>
	<p>Special Function Land Use</p>	<p>Prohibit all Special Function Land Uses.</p>	<p>1. Evaluate noise sensitive land uses in light of aircraft noise contour lines (if available) when establishing new zoning.</p> <p>2. Prohibit high overhead utilities and all noise sensitive land uses.</p> <p>3. Zone land for uses other than for schools, play fields, hospitals, nursing homes, daycare facilities and churches.</p> <p>4. Limit storage of large quantities of hazardous or flammable material.</p> <p>5. Ensure permitted uses will not create large areas of standing water, or generate smoke/steam, etc.</p>

Accident Safety Zone	Land Use Characteristics	Land Use Guidelines	Land Use Planning Strategies *All aviation uses are acceptable
Zone 5	<p>Population Density</p> <p>Residential vs. Non-Residential Land Use</p> <p>Special Function Land Use</p>	<p>Avoid land uses which concentrate people indoors or outdoors.</p> <p>Prohibit all residential land uses. All non-residential land uses permitted outright subject to the Population Density and Special Function Land Use guidelines.</p> <p>Prohibit all Special Function Land Uses.</p>	<p>1. 0-5 people/acre.</p> <p>2. Zone land uses, which by their nature, will be relatively unoccupied by people (i.e. mini-storage, small parking lots).</p> <p>1. Airport sponsor should purchase property if possible.</p> <p>2. Create a height hazard overlay ordinance around the airport.</p> <p>3. Obtain aviation and obstruction easements.</p> <p>4. During site development process, shift all structures away from the runway centerlines if possible.</p> <p>5. Landscaping requirements shall establish only low growing vegetation.</p> <p>6. Prohibit high overhead outdoor lighting.</p> <p>7. Require downward shading of lighting to reduce glare.</p> <p>8. Evaluate all possible permitted conditional uses to assure compatible land use.</p> <p>1. Prohibit overhead utilities and all noise sensitive land uses.</p> <p>2. Zone land for uses other than for schools, play fields, hospitals, nursing homes, daycare facilities and churches.</p> <p>3. Limit storage of large quantities of hazardous or flammable material.</p> <p>4. Ensure permitted uses will not create large areas of standing water, or generate smoke/steam, etc.</p>



City of Boyne City

MEMO

Date: October 9, 2015

To: Mayor Grunch and the Boyne City City Commission

From: Michael Cain, City Manager 

Subject: Revised ACD Antenna Package

As the Commission may recall last year ACD proposed placing antennas (they called poles) at 5 locations around the City. The locations were totally unacceptable as was their method of trying to slide them in. At that time the Commission directed me to take whatever steps necessary to oppose them.

Since that time we, Attorney Mike Watza and I, have had multiple discussions with ACD on this matter. Based on our suggestions ACD has come back with the attached map showing alternate locations which staff generally finds acceptable. ACD is fine with some tweaking of exact locations if necessary.

Attorney Watza has continued to work with ACD and other communities and attorneys across Michigan and the nation to come up with agreements which would be acceptable and possibly serve as a model to be used beyond Boyne City. Attached you will find a map of the revised suggested antenna locations, answers on the service radius question, a draft DAS (Distributed Antenna System) /Small Cell License Agreement and a draft Right-of-Way telecommunications Permit for DAS/Small Cell System Lines for your review and consideration. These final two times were presented to ACD today for their consideration.

With the revised locations, local choice of wood or steel poles, their proposed purchase, installation and donation of decorative poles to tie into our downtown theme at the intersection of Water and Lake Street (to replace the existing traffic signal poles), agreement that much better meet our needs and a reoccurring source of some revenue for the use of the City's right of ways (see attached page 14) I feel much more comfortable recommending that we proceed with this project. The project, once completed, should improve the provision of cellular and data services to customers in Boyne City.

As I have reported before, while this process has been difficult to this point I do see some potential benefit to our citizens, businesses, and visitors if improved and alternate communications options are available. As long as it does not put the City in an untenable position I generally prefer to encourage competition in the private sector and the provision of quality services. The improvements that ACD proposes do contain those possibilities.

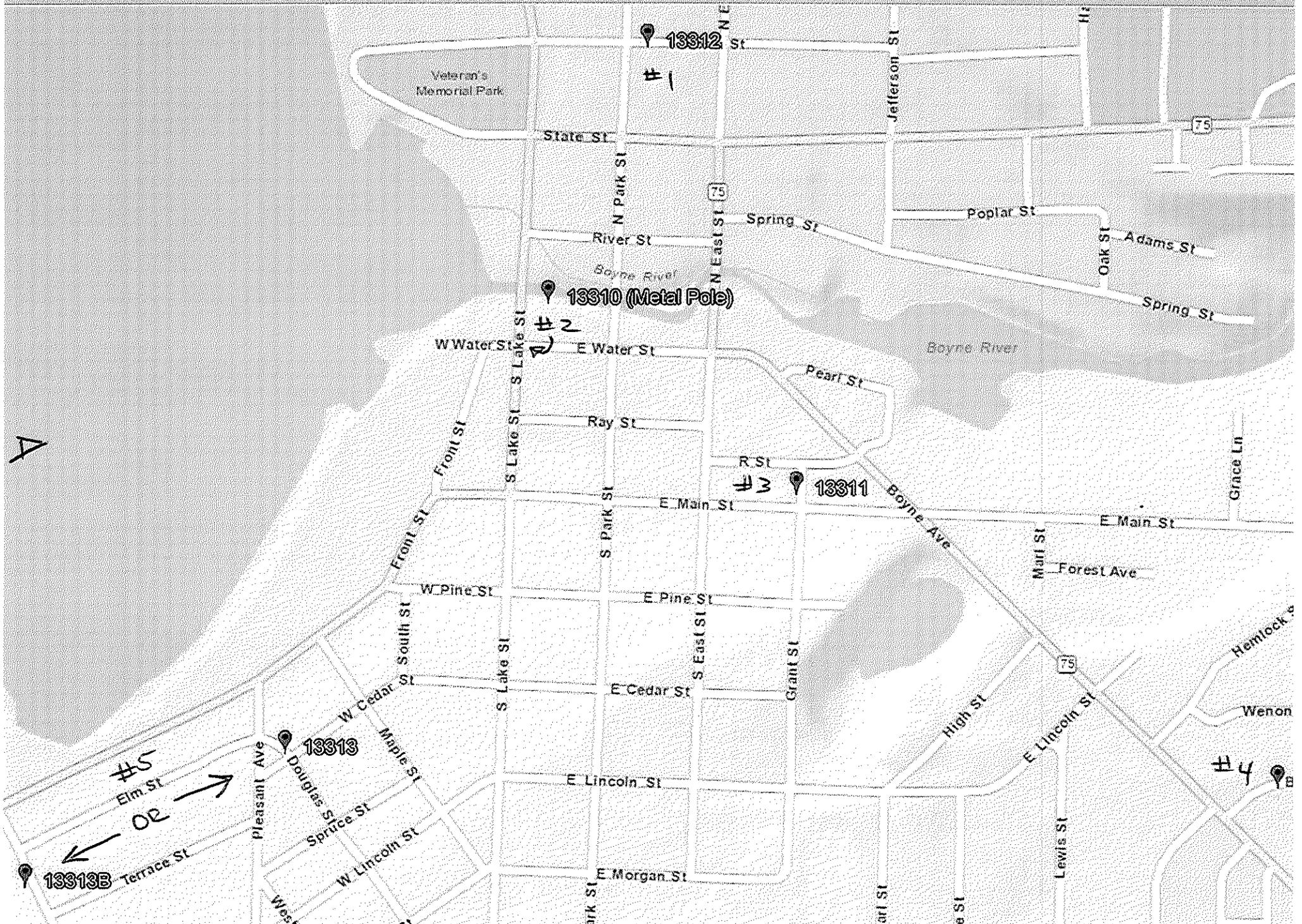
While we are still waiting for feedback from ACD in response to the proposals from Attorney Watza we hope to have those prior to our meeting on Tuesday.

Assuming that no major changes are proposed in the draft agreements presented I am recommending their adoption.

RECOMMENDATION: That the City Commission review the revised draft agreements that would allow for the installation of the DAS requested by ACD and authorize the City Manager and/or City Clerk to execute them, subject to review and approval of any minor non-substantial changes by Attorney Watza, to execute them and work out any final details on behalf of the City.

OPTIONS:

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



A



13312

#1



13310 (Metal Pole)

#2



13311

#3



#4



13313B

#5



13313

OR



Michael Cain

From: Kevin Schoen [schoen.kevin@acd.net]
Sent: Thursday, September 03, 2015 12:55 PM
To: Michael Cain
Subject: RE: ACD poles
Attachments: Approximate Coverage Map of DAS system in Boyne City.docx

Hello Mike,

As per our phone call here are the answers to your questions / comments.

Broadband to the city, to your businesses and residences:

Currently the fiber lines are designed to connect the exiting cell tower to the DAS systems.

To provide gigabit fiber service directly to the rest of Boyne City, there is some additional work we need to do;

ACD has a backbone fiber line that goes through Boyne City. This was built over the last few years with (partial) government funding to expand broadband. ACD owns a third of this line, the university system owns another third. The route basically follows highways 66 to E. Jordan and up to Pleasant Valley Ave. We need to outfit that transmission line with equipment to carry extremely high bandwidth connections. Currently we have stuff installed at Kalkaska, and need to add gear Mancelona, East Jordan and up to Boyne City. This line will continue to wrap around the coast line up to Cheboygan and over to Alpena for redundancy. We are planning on having this implementation underway in 2016.

We are going to expand coverage in Northern Michigan markets where we install the DAS systems because our wireless customer is effectively helping to invest in the infrastructure to get to your downtown and neighborhoods. ACD will first hook up businesses and residences that are adjacent along the fiber lines, and based upon demand will expand to other streets from there.

Coverage Map:

The coverage of the systems are usually 1500 feet from the transmitters, but can be up to 2000 feet maybe more. The coverage drawing is very general as there are a lot of factors that signals, such as topography, buildings, trees, etc.

Attached is a rough map of circles around the locations that have gone through RF survey. I know we are still working on the final locations that are preferable to the city, so these should just be taken as rough estimates now. After the final locations are figured (and they are installed it will get even more accurate), we will know what we have.

The small DAS systems usually are put in to help offload traffic from the big tower, making that more efficient as well at handling traffic.

Most of the reason that these systems need to get put in is to make sure there are not issues during high volume events, and that the school is covered. Fundamentally they are concerned about safety, being able to call 911. Kids often have cell phones now in schools, tablets etc.

B

10/9/2015



Approximate Coverage Map of DAS system in Boyne City.

Final coverage and locations are to be determined. No representations are made that coverage will equal these rings, as coverage is subject to final locations, obstructions, buildings, trees and whether municipal approval is obtained.

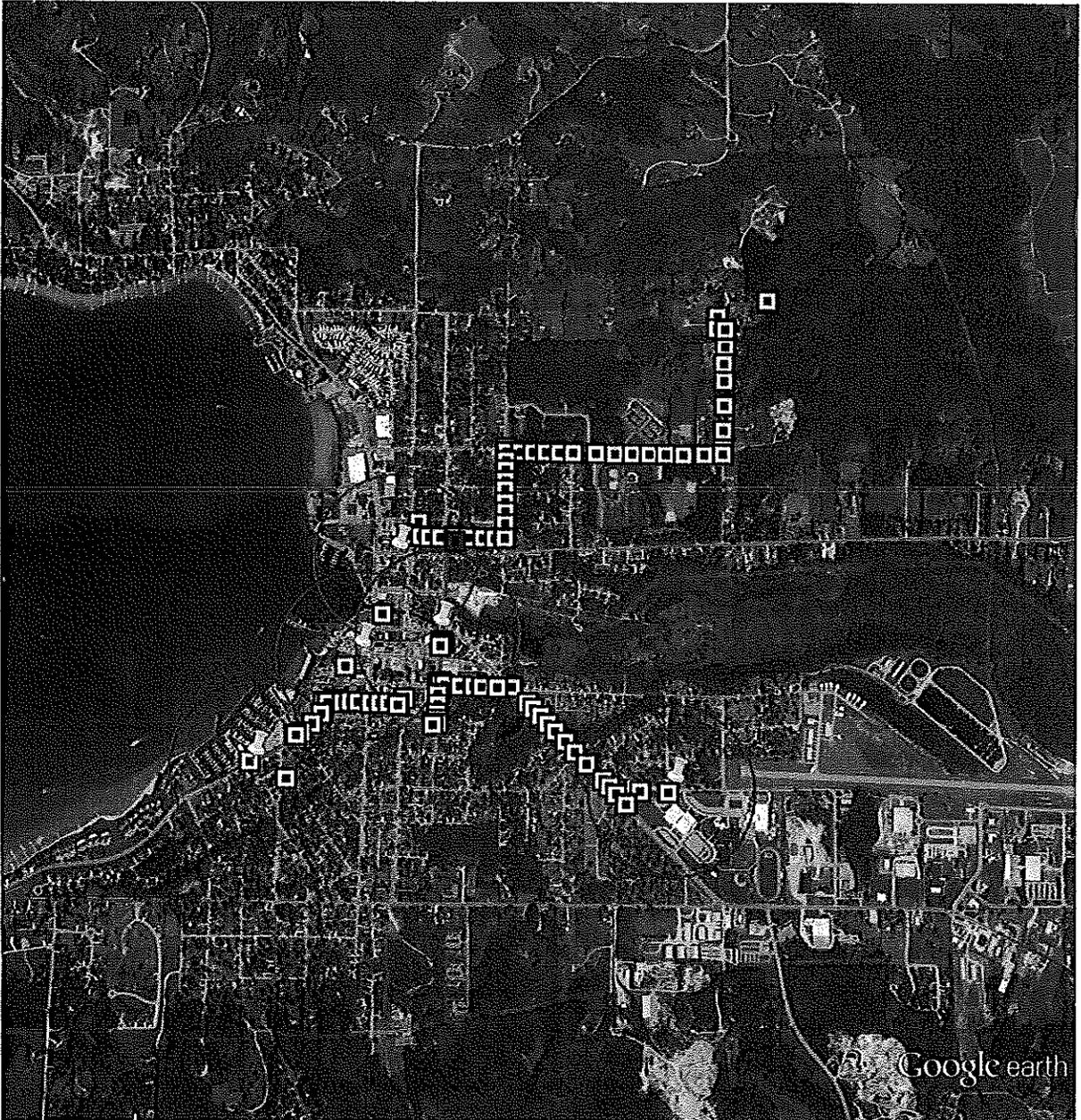




Approximate Coverage Map of DAS system in Boyne City.

Final coverage and locations are to be determined. No representations are made that coverage will equal these rings, as coverage is subject to final locations, obstructions, buildings, trees and whether municipal approval is obtained.

Approximate fiber routes to support DAS system are turned on within this picture.



DAS/SMALL CELL LICENSE AGREEMENT

BETWEEN

THE CITY OF _____

and

THIS LICENSE AGREEMENT (“AGREEMENT”) DATED AS OF THIS _____ DAY OF _____, 2015, IS ENTERED INTO BY AND BETWEEN THE CITY OF _____, A MUNICIPAL CORPORATION (“CITY”), AND _____, A MICHIGAN CORPORATION (“LICENSEE”).

WHEREAS, the City has made significant investments of time and resources in the acquisition and maintenance of the public ways and such investment has enhanced the utility and value of the public ways; and

WHEREAS, the public ways within the City are used by and useful to private enterprises including Licensee and others engaged in providing telecommunications services to citizens, institutions, and businesses located in the City; and

WHEREAS, the right to access and/or occupy portions of such public ways for limited times, for the business of providing telecommunications services, is a valuable economic privilege, the economic benefit of which should be shared with all the taxpayers of the City at market rates; and

WHEREAS, beneficial competition between providers of communications services can be furthered by the City’s provision of grants of location and rights to use the public ways on non-discriminatory and competitively neutral terms and conditions; and

WHEREAS, LICENSEE is a private enterprise engaged in **installing** facilities related to and/or **providing** various telecommunications services within the City by means of fiber connected Distributed Antenna Systems or other Small Cell Facilities (DAS/Small Cells or DAS Small Cell Networks); and

WHEREAS, LICENSEE’S private enterprise would be aided if it were able to exercise the valuable economic and special privilege of using the public ways in a manner not enjoyed by the general public; and

WHEREAS, LICENSEE desires to physically install and occupy portions of the public way with its network facilities and transmission lines to operate its LICENSED DAS/Small Cells; and

WHEREAS, LICENSEE has or will contemporaneously with this agreement seek and obtain a Metro Act Permit for the transmission line portion of its DAS/Small Cells pursuant to 2002 PA 48;MCL 484.3101 et seq;

WHEREAS, LICENSEE is agreeing to compensate the City for installation and/or operation of all antennas, supporting structures for antennas, equipment shelters, poles or houses associated with DAS/Small Cells and as specifically excluded from application of the Metro Act at section 2(j) thereof, in exchange for a grant of location and the right to use and physically occupy portions of the public way for the limited purposes and times set forth below;

WHEREAS, the City grants this license pursuant to its franchise authority and obligations to its residents found in Art IIV Section 29 of the Michigan Constitution of 1963;

WHEREAS, (type in following paragraph omitting "B. The" and then delete the inserted paragraph)

B. The Licensee is licensed by the Federal Communications Commission ("FCC") to provide cellular phone and wireless data services within the jurisdictional limits of the City and, due to current or anticipated use of that service, the Licensee needs to add capacity in certain areas of the City to its cellular phone and wireless networks, which added capacity can be addressed by adding small antennae and related appurtenances within the targeted areas.

NOW THEREFORE BE IT RESOLVED, in consideration of the terms and conditions contained in this Agreement, the City and LICENSEE do hereby agree:

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

1.0 DEFINITIONS

Except as otherwise defined herein, the following terms shall, when capitalized, have the meanings given below:

1.1 "Agency" means any governmental agency or quasi-governmental agency other than City, including, but not limited to, the Federal Communications Commission (FCC) and the Michigan Public Service Commission, Metro Authority or Local Community Stabilization Authority .

1.2 "Grant" when used with reference to grant or authorization of the City, means the prior written authorization of the City of _____ (and/or its various boards and commissions) unless another person or method for authorization is specified herein or under applicable law. Grant does not mean "Approval" as contemplated in various FCC determinations related to subsequent collocation requests which are expressly not granted by this license.

1.3 “Business Day” means any Day other than a Saturday, Sunday, or Day observed as an official holiday by the City.

1.4 “Day” means any calendar day, unless a Business Day is specified. For the purposes hereof, if the time in which an act is to be performed falls on a Day other than a Business Day, the time for performance shall be extended to the following Business Day. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

1.5 “Gross Revenues” means the gross dollar amount of any and all revenue derived directly or indirectly by LICENSEE or its affiliates, subsidiaries, parent companies, holding companies, or any person in whom LICENSEE has a financial interest, proceeding or accruing from the provision of Services (as defined in § 1.15 below) provided within the City, excluding the (i) Right-of-Way Fee payable pursuant to § 7.1 *et seq.* below, and any utility users’ tax, communications tax, or similar business license, tax or fee which accrues to the City by operation of the City’s Municipal Code, agreement or other applicable law; (ii) local, state, or federal taxes that have been billed to the customers and separately stated on customer’ bills; and (iii) revenue uncollectible from customers (*i.e.*, bad debts) for Services provided in the City that were previously included in Gross Revenues.(OPTIONAL)

1.8 “FCC” means the Federal Communications Commission.

1.9 “Hazardous Material” means any substance, waste or material which, because of its quantity, concentration or physical or chemical characteristics is in fact or deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

1.10 “Law” or “Laws” means any federal, state or local statute, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order, or other lawful requirement in effect either at the time of execution of this Agreement or at any time during the period the DAS/Small Cells are located in the Public Rights-of-Ways.

1.11 “DAS/Small Cells” means any and all telecommunication facilities or related equipment installed and/or operated by LICENSEE for the provision of any telecommunication service including but not limited to radio frequency (“RF”) transport telecommunication services or commercial mobile radio service (“CMRS”) carriers and /or Optical Repeater Network(s), including the fiber optic or other cables, antennas, brackets, devices, conduits, poles, shelters, houses, cabinets and all other related equipment to be deployed, installed and/or operated by LICENSEE as described in Exhibit A attached hereto.

1.12 “Person” means an individual, a corporation, a partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association or government agency.

1.13 “Public Ways” or “Public Rights-of-Way” means the areas in, upon, above, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, boulevards, buildings and any other public places owned by and within the City as the same now or may hereafter exist and which are under the permitting jurisdiction of the City.

1.14 “Release” when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder by or on behalf of LICENSEE.

1.15 “Services” means those services provided by or through DAS/Small Cells LICENSEE as specifically identified in the attached detailed plans and specifications See Exh A. If the City grants the provision of any other services by LICENSEE, upon such grant, the definition of “Services” shall automatically be revised to include any such grant of additional services. Unless specifically expressed in this agreement, Service does not mean video service of any kind.

1.16 “Poles” means light poles, wooden power poles, traffic light poles, highway sign poles, utility poles, lighting fixtures or other similar poles located in the Public Way owned by the City or other third parties and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The term poles excludes any historically or architecturally significant poles owned by the City located on public ways or, other similar street features.

2.0 TERM OF AGREEMENT

The term of this Agreement shall commence on the date of execution by the City (“The Commencement Date”) and shall end on _____. (Same date as termination of Metro Act Permit) It is intended that this LICENSE be coterminous with the Metro Act Permit issued relative to this same project.

Upon written application to City delivered no later than one year before the end date of the term of this LICENSE, the LICENSEE may request to amend this LICENSE to extend the end date to a proposed new date. Assuming the licensee has met all conditions of the LICENSE and performed to City’s satisfaction in providing the Services in the City, and assuming that City believes extension of the term of this license would be in the public interest, the term end date of this LICENSE may be extended subject to whatever modifications of other LICENSE terms and conditions City may find are appropriate and in parallel with any termination and/or extension of any related Metro Act Permit(s).

3.0 DESCRIPTION OF WORK

3.1 Installation of DAS/SMALL CELL NETWORKS. During the term of this Agreement, LICENSEE is authorized, on a non-exclusive basis, to locate and operate a DAS/Small Cell Network(s), as more particularly identified in Exhibit A, in the Public - Way. This agreement does not give any rights to use any poles not owned by the City, but merely allows its presence in the City's Public -Way. Prior to initial installation of the DAS.Small Cell Networks upon any light pole, LICENSEE shall obtain written authorization for such installation upon such specific pole from the owner of the pole, including City Poles, and shall provide the City with written evidence of such authorization.

3.1.1. Location of DAS/Small Cell Networks. The City may grant or deny the location and installation of any DAS/Small Cell Network on a pole prior to installation, based on reasonable regulatory factors, such as the location of other present or future communications facilities, efficient use of scarce physical space to avoid premature exhaustion, potential inference with other communications facilities and services, the public safety and other critical public services; provided, however, that such grant shall not be unreasonably conditioned, withheld, or delayed.

3.1.2 Map and List of DAS/Small Cell Networks. LICENSEE shall maintain in a form acceptable to the City, a current map and list of the location of all Facilities used by LICENSEE for its DAS/Small Cell Network pursuant to this Agreement and located in public ways; LICENSEE shall provide such list to the City within ten (10) Business Days upon receipt of request for same; and LICENSEE shall, whether or not requested by the City, provide an updated list and map promptly after any change is made in regard to the locations of the specific poles specified by LICENSEE in such lists and maps. LICENSEE shall obtain all required permits and grants of the City and any of its departments or agencies, and any other Agency with jurisdiction over the DAS/Small Cells, services or the property on which the DAS/Small Cells are or will be located, prior to performing any work under this Agreement and shall comply with all of the terms and conditions set forth in these permits. LICENSEE shall not mount, construct, install, maintain, locate, operate, place, protect, reconstruct, reinstall, remove, repair, or replace any DAS/Small Cells on any pole, except as expressly authorized by and in strict compliance with this Agreement, and shall not without further and separate authorization, otherwise locate more than one antenna or other related structure on any single pole.

3.1.3 Changes to DAS/Small cell Networks or Their Location on Poles Located on Public Ways. If LICENSEE proposes to install different but comparable equipment, or if the DAS/Small Cell or its location on the poles located on public right-of-way deviate in any material way from the specifications attached hereto as Exhibit A, then LICENSEE shall first obtain a grant for the use and installation of the comparable equipment or for any such deviation in the DAS/Small Cells Network from the owners of the poles located on Public Rights-of-Way and shall provide the City with written evidence of such

authorization. The City may grant or deny use of the different but comparable equipment, or material deviation from the specifications set forth in Exhibit A with regard to the placement of the DAS/Small Cell Networks on the poles located on public ways, pursuant to the factors enumerated under Section 3.1.1, and such grant shall not be unreasonably conditioned, withheld, or delayed.

3.2 Provision of Services. The DAS/Small Cell Network installed pursuant to this Agreement may be used solely for the rendering of telecommunication services. If LICENSEE proposes to make a material change to the nature and character of the services not expressly permitted under this Agreement, including, without limitation, video programming services, open video system services, or cable television services, LICENSEE shall notify the City in writing of this intended change not less than one hundred and eighty (180) days prior to the proposed date of change to Service. The City may either (i) accept the proposed change in Service on mutually agreeable terms and conditions or (ii) require that the Services not be changed but rather continue to be provided as contemplated herein.

3.3 Restoration of Work Site Areas. Upon the completion of each task or phase of work to be performed by LICENSEE under this Agreement, LICENSEE shall promptly restore all work site areas to a condition reasonably satisfactory to the City and in accordance with construction standards as specified by the City, ordinary wear and tear not caused by LICENSEE or the DAS/Small Cells Networks excepted. The provisions of this paragraph shall survive the expiration, completion or earlier termination of this Agreement.

3.4 Removal of DAS/Small Cell Network. Upon sixty (60) days' written notice by the City pursuant to the expiration or earlier termination of this Agreement for cause, LICENSEE shall promptly, safely and carefully remove the DAS/Small Cell Network from all poles and other places located in Public Rights-of-Way. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section 3.4, then the City, upon written notice to LICENSEE, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the City the reasonable costs and expenses incurred by the City in performing any removal work and any storage of LICENSEE's property after removal (including any portion of the DAS/Small Cell Networks) within fifteen (15) Business Days of the date of a written demand for this payment from the City. The City may, in its discretion, obtain reimbursement for the above by making a claim under LICENSEE's performance bond. After the City receives the reimbursement payment from LICENSEE for the removal work performed by the City, the City shall promptly return to LICENSEE the property belonging to LICENSEE and removed by the City pursuant to this Section 3.4 at no liability to the City. If the City does not receive the reimbursement payment from LICENSEE within such fifteen (15) Business Days, or if City does not elect to remove such items at the City's cost after LICENSEE's failure to so remove prior to sixty (60)

days subsequent to the issuance of notice pursuant to this Section 3.4, any items of LICENSEE's property, including without limitation the DAS/Small CellNetworks, remaining on or about the Public Rights-of-Way or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner allowed by Law, and in accordance with any legal rights of persons other than the City who own light poles located in the public way and used by LICENSEE. Alternatively, the City may elect to take title to such abandoned property, whether the City is provided by the LICENSEE, an instrument satisfactory to the City transferring to the City the ownership of such property, or not. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

3.5 Risk of Loss or Damage. LICENSEE acknowledges and agrees that LICENSEE bears all risk of loss or damage of its equipment and materials, including, without limitation, the DAS/Small CellNetworks, installed in the Public Rights-of-Way pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to damaged DAS/Small CellNetworks, including, without limitation, damage caused by the City's removal of DAS/Small CellNetworks, except to the extent that such loss or damage was caused by the willful misconduct of the City, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors.

3.6 Removal or Relocation of DAS/Small CellNetwork at City's Request. LICENSEE understands and acknowledges that the City, at any time and from time to time, may require LICENSEE to remove or relocate upon a written request from the City on ten (10) Business Days' notice at LICENSEE's sole cost and expense, portions of the DAS/Small CellNetwork whenever City reasonably determines that the removal or relocation is needed: (1) to facilitate or accommodate the construction, completion, repair, relocation, or maintenance of a City project, (2) because the DAS/Small CellNetwork interferes with or adversely affects proper operation of the light poles, traffic signals, City-owned communications systems or other City facilities, (3) because of a sale or vacation of the public right of way by the City, (4) because there is a change in use of the public right of way by the City provided such use similarly effects similarly LICENSED users in the public right of way, (5) because there is damage to and/or removal of the light pole, or (6) to preserve and protect the public health and safety, in a manner not inconsistent with 47 U.S.C. § 332(c)(7). LICENSEE shall at its own cost and expense remove, relocate and/or adjust the DAS/Small Cell Network, or any part thereof, to such other location or locations in the Public Rights-of-Way, or in such manner, as appropriate, as may be designated or granted, in writing and in advance, by the City. Such removal, relocation, adjustment shall be completed within the time prescribed by the City in it's written request and in accordance with the terms of this Agreement. LICENSEE shall not be in default hereunder if it has taken appropriate action as directed by the City to obtain such grant. If LICENSEE fails to remove, relocate, adjust or support any portion of the DAS/Small CellNetwork as described by the City within the prescribed time, City may take all reasonable, necessary, and appropriate action, as stated in Section 3.4.

4.0 PERMIT, LIMITATIONS AND RESTRICTIONS

4.1 Limited Authorization. This Agreement does not authorize the placement of DAS/Small Cell Networks or any other equipment on sites, structures or facilities other than those specifically identified herein . Placement of the DAS/Small Cell Networks shall comply with the terms of the City's conditions of access in effect as of the date of execution hereof and as are applied equally to all Persons using the Public Rights-of-Way under grant by the City. The Agreement does not relieve LICENSEE of its burden of seeking any necessary permission from other governmental agencies which may have jurisdiction regarding LICENSEE's proposed use. LICENSEE further acknowledges that it cannot use any historically or architecturally significant poles located on the public rights-of-way or other street furniture, except as may be otherwise expressly authorized in a specific permit issued by the City.

4.2 No Authorization to Provide Other Services. LICENSEE represents, warrants and covenants that its DAS/Small Cell Networks installed pursuant to this Agreement will be utilized solely for the rendering of telecommunication services, and LICENSEE is not authorized to and shall not use the DAS/Small Cell Networks to offer or provide any other services not specified herein. Failure to abide by this may constitute a breach of this agreement, and the City, after providing LICENSEE with written notice and a meeting concerning the same, may levy fines in an amount not to exceed one thousand dollars (\$1,000.00) per day until the breach is remedied together with all other remedies available at law or equity

4.3 Reservation of Powers. The City reserves any and all powers it may have, now or in the future under applicable local, state, or federal law, to regulate the DAS/Small Cell Networks, their use, or the use of the Public Rights-of-Way or of other City property. LICENSEE shall be subject to all present and future ordinances of the City and itsa Boards and Commissions. Nothing in this Agreement shall be construed as a waiver of any codes, ordinances or regulations of the City or of the City's right to require LICENSEE to secure the appropriate permits or authorizations for exercising the rights set forth in this Agreement.

4.4 All Permitted Activities Fees at LICENSEE's Sole Expense. Notwithstanding any other provision of this Agreement, the construction, operation, maintenance, removal and replacement of DAS/Small Cell Networks, and all other activities permitted hereunder and all fees or obligations of LICENSEE under this Agreement, shall be LICENSEE's sole responsibility at LICENSEE's sole cost and expense.

4.5 Permit. LICENSEE shall obtain, at its sole expense, all applicable permits as are required by City or any other Agency to perform the work and ongoing use, as described in this Agreement, of poles located on the Public Rights-of-Way, including but not limited to a Metro Act Permit pursuant to 2002 PA 48; MCL 484.3101et seq.

4.6 No Real Property Interest Created. Neither LICENSEE's use of the Public Rights-of-Way, nor anything contained in this Agreement, shall be deemed to grant, convey, create, or vest in LICENSEE a real property interest in any portion of the Public Rights-of-Way or any other City property, including but not limited to, any fee or leasehold interest in any land or easement. LICENSEE, on behalf of itself and any permitted successor, lessee, or assign, recognizes and understands that this Agreement may create an interest subject to taxation and that LICENSEE, its successor, lessee or assign may be subject to the payment of such taxes.

4.7 All Rights Nonexclusive. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the City to use, and to allow any other Person or Persons to use, any and all parts of the Public Rights-of-Way, exclusively or concurrently with any other Person or Persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the Public Rights-of-Way now or at any time during the term of this Agreement, including without limitation any Encumbrances granted, created or allowed by the City at any time.

4.8 Collocation. This LICENSE does not grant or approve any collocation rights to any person or entity, related or unrelated to the LICENSEE.

5.0 WAIVERS AND INDEMNIFICATION

5.1 Non-Liability of City Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of the City shall be personally liable to LICENSEE, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to LICENSEE, its successors and assigns, or for any obligation of City under this Agreement.

5.2 Obligation to Indemnify the City. LICENSEE, its successors and assigns, shall hold harmless, defend, protect and indemnify the City, including, without limitation, each of its commissions, departments, officers, agents, employees and contractors, from and against any and all actions, losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs, judgments or suits including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") of any kind allegedly arising directly or indirectly from: (i) any act by, omission by, or negligence of LICENSEE or its contractors or subcontractors, or the officers, agents, or employees of any of them, while engaged in the performance of the work or conduct of the activities authorized by this Agreement, or while in or about the Public Rights-of-Way or any other City property for any reason connected in any way whatsoever with the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or allegedly resulting directly or indirectly from the presence, construction, installation, maintenance, replacement, removal or repair of the DAS/Small Cell Networks, (ii) any accident, damage, death or injury to any contractor, subcontractor, or

any officer, agent, or employee of either of them, while engaged in the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or while in or about the Public Rights-of-Way, for any reason connected with the performance of the work or conduct of the activities authorized by this Agreement, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Agreement, (iii) any accident, damage, death or injury, to real or personal property, good will, and Person(s) in, upon or in any way allegedly connected with the work or activities authorized by this Agreement or the presence of the DAS/Small Cell Networks from any cause or claims arising at any time including, without limitation, injuries or damages allegedly caused, directly or indirectly, in whole or in part, by radio wave transmission or electromagnetic fields emitted by the DAS/Small Cell Networks, (iv) any Release, or threatened Release, of any Hazardous Material caused in whole or in part by LICENSEE in, under, on or about the property subject to this Agreement or into the environment, or resulting directly or indirectly from the DAS/Small Cell Networks or the work or activities authorized by this Agreement, (v) any violation by LICENSEE of the terms and conditions hereof or any permit or grant issued by Commissioner or any Agency in connection with the DAS/Small Cell Networks or Services or pursuant hereto, or any misrepresentation made herein or in any document given by LICENSEE in connection herewith, and (vi) any direct or indirect interference by LICENSEE or the DAS/Small Cell Networks, except to the extent that such Claims arise from interference with use or placement of facilities in the public way caused by the sole negligence or willful misconduct of the City, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors.

5.3 Scope of Indemnity. LICENSEE shall hold harmless, indemnify and defend the City as required in this Section 5, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors, except only for claims resulting from the sole negligence or willful misconduct of the City, including without limitation, each of its commissions, departments, officers, agents, employees and contractors. LICENSEE specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered in writing to LICENSEE by the City and continues at all times thereafter. LICENSEE agrees that the indemnification obligations assumed under this Agreement shall survive expiration or other termination of this Agreement.

5.4 No Liability for Damage, Death or Bodily Injury. Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of LICENSEE, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the DAS/Small Cell Networks or activities authorized by this Agreement, the condition of any City property subject to this Agreement or LICENSEE's use of any City property, except as otherwise provided herein.

5.5 Waiver of Claims regarding Fitness of Light Poles or Other Municipal properties or structures Located in Public Ways. LICENSEE acknowledges that the City has made no warranties or representations regarding the fitness, availability or suitability of any of light poles or other Municipal properties or structures for the installation of the DAS/Small Cell Networks, or for any other activities permitted under this Agreement, and that, except as expressly provided herein, any performance of work or costs incurred by LICENSEE or provision of Services contemplated under this Agreement by LICENSEE is at LICENSEE's sole risk. LICENSEE on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, the City and its agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the light poles located on public ways, other City property affected by this Agreement or any law or regulation applicable thereto.

5.6 Waiver of All Claims. LICENSEE acknowledges that this Agreement is terminable by the City under certain limited circumstances as provided herein, and in view of such fact LICENSEE expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and LICENSEE expressly assumes the risk of selling its Services which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of LICENSEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, LICENSEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, boards, Commissioners and employees, and all persons acting by, through or under each of them, under any present or future Laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the City exercises its right to terminate this Agreement, as specifically provided herein.

5.7 No Liability for Consequential or Incidental Damages. LICENSEE expressly acknowledges and agrees that the City will not be liable for any consequential or incidental damages, including, but not limited to, lost profits and loss of good will, arising out of termination of this Agreement or disruption to the DAS/Small Cell Networks or LICENSEE's permitted activities hereunder. The City would not be willing to enter into this Agreement in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its agents, and LICENSEE expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of LICENSEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, LICENSEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages (including without limitation, lost profits and loss of good will), and covenants not to sue for such damages, City, its departments, boards, commissions, officers, Commissioners and employees, and

all persons acting by, through or under each of them, arising out of this Agreement or the work and activities authorized hereunder, including, without limitation, any interference with uses conducted by LICENSEE pursuant to this Agreement, regardless of the cause, and whether or not due to the negligence or gross negligence of City or its agents.

5.8 No Interference. LICENSEE shall not unreasonably interfere in any manner with the existence and operation of any and all public and private facilities existing now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, telecommunications facilities, utility, and municipal property without the express grant of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. LICENSEE shall be responsible for repair and restoration of any damage caused by such interference, to the extent it is caused by LICENSEE, to facilities belonging to the City. The City agrees to require the inclusion of the same prohibition on interference as that stated above in all similar type agreements City may enter into after the date hereof.

6.0 INSURANCE

6.1 Amounts and Coverages. LICENSEE will maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

6.1.1 Workers' Compensation, with Employer's Liability limits of not less than One million dollars (\$1,000,000) each accident.

6.1.2 Commercial General Liability Insurance with limits not less than five million dollars (\$5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Owners and Contractors' Protective, Broadform Property Damage, Products Completed Operations.

6.1.3 Business Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including owned, non-owned and hired auto coverage, as applicable.

6.2 Required Provisions. General Liability and Automobile Liability Insurance shall be endorsed to provide for the following:

6.2.1 Name as additional insureds: the City, its officers, agents and employees.

6.2.2 That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

6.3 Advance Notice of Cancellation. All policies shall be endorsed to provide: thirty (30) days advance written notice to City of cancellation or intended non-renewal, mailed to the following address:

City of _____
 City of _____, _____, MI 49508
 Phone: _____ Fax: _____
 Email: _____

6.4 Claims-Made Policies. Should any of the required insurance be provided under a claims-made form, LICENSEE shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of six (6) years beyond the Agreement expiration, to the effect that, should any occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

6.5 General Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

6.6 Receipt of Certificates of Insurance. Certificates of insurance, in the form and with insurers reasonably satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Agreement, with complete copies of policies promptly upon the City's written request.

6.7 Effect of Approval of Insurance. Approval of the insurance by the City shall not relieve or decrease the liability of LICENSEE hereunder.

6.8 Effect of Lapse of Insurance. This Agreement shall terminate immediately, after written notice to LICENSEE and an opportunity to cure of three (3) business days, upon any lapse of required insurance coverage.

7.0 LICENSE FEE, RECORD and DEPOSITS

In connection with the work to be performed and activities to be conducted by LICENSEE under this Agreement:

7.1 Right-of-Way Fees for Installation and operation of DAS/Small Cell related Metro Act exempt facilities including antennas, supporting structures for antennas, poles equipment shelters or houses .

In order to compensate the City for LICENSEE's entry upon and deployment of DAS/Small Cell related Metro Act exempt facilities including antennas, supporting structures for antennas, poles equipment shelters or houses within the Public Rights-of-Way, LICENSEE shall pay to the City one or more of the following :

Option A: _____ on an annual basis, an amount equal to the greater of Ten Thousand Dollars (\$10,000.00) or 5% of Gross Revenues (the "ROW Fee"), which amount may be collected from customers of the Services.

Option B: _____ For the first year of this Agreement, however, the ROW Fee shall be Twenty Thousand Dollars (\$20,000.00) payable upon execution by LICENSEE in order to defray initial costs and fees of developing this agreement. Thereafter, payment shall be made annually on the anniversary date of the Term Commencement Date and ending on the date of termination of this Agreement, and shall be due on or before the 45th day after the anniversary of the Term Commencement Date. Within forty-five (45) days after the termination of this Agreement, compensation shall be paid for the period elapsing since the end of the last calendar year for which compensation has been paid. Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this Agreement occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

Option C: _____ Monthly Fee Per Antenna and related structures and equipment: As compensation for the use of any and all structures in the City Rights of Way or public places including light poles or other structures and facilities owned, in whole or in part, whether held in fee or in trust by the City ("City Facility"), or any other entity, LICENSEE shall pay to the City a monthly fee (the "Monthly Fee") in the amount identified in the schedule set forth immediately below, per site for the use of each such facility or structure, whether City owned or owned by any other entity, which location is located in the City Right of Way or public place and upon which a DAS/Small Cell Network antenna, or any supporting structure thereof, has been installed pursuant to the other requirements of this Agreement. The aggregate Monthly Fee with respect to each year of the term shall be an amount equal to the number of sites on City owned locations or Facilities on which LICENSEE's equipment was installed during the preceding month, multiplied by the Monthly Fee, prorated as appropriate, and shall be due and payable not later than five (5) days after the end of each month for the Term of this agreement. If the City is a joint owner of property upon which LICENSEE seeks to attach equipment, City and the other joint owner(s) of such facilities shall decide the appropriate allocation of the Annual Fee among the joint owners.

Schedule of Monthly Fees per antenna:

Non Pole Attachment (building, other structures): \$150/mo

Pole Type

Wood: \$50/pole

Fiberglass: \$75/pole

Square Tapered: \$150/pole

Ornamental: \$155/pole

***Fees increase by a 5% increased multiplier by each step up in population – of a particular community**

1- 2501-10,000

2- 10,001-30,000

- 3- 30,001-50,000
- 4- 50,001-100,000
- 5- 100,001-500,000
- 6- 500,001 – Open

7.2 Retention of Records. LICENSEE shall at all times keep and maintain full, true and correct business and financial records associated with this Agreement. The following information shall be provided to the City Offices, in a form acceptable to the City, on a quarterly basis on the 21st day of the month following the end of the prior quarter for the duration of this Agreement: unaudited financial records including but not limited to records of net and gross revenue, breakdown of expenses and network and customer information including number of customers, location of customers and average customer bill for LICENSEE's customers utilizing the DAS/Small Cell networks within the City. In addition to this quarterly disclosure, LICENSEE shall forward all records and information requested by the City as described above upon five (5) Business Days' written notice. The City reserves the right to inspect the records and information thereunto at City Hall.

7.3 Late Payment Charge. If LICENSEE fails to pay any amounts payable under this Agreement within ten (10) days following the due date thereof, and after written notice of such non-payment, such unpaid amount shall be subject to a late payment charge equal to twentyfive percent (25%) of the unpaid amount in each instance. The late payment charge has been agreed upon by the City and LICENSEE, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that the City will incur as a result of any such failure by LICENSEE, the actual costs thereof being extremely difficult if not impossible to determine.

7.4 Other Payments and Documentation. In addition to all other fees to be paid to the City hereunder, LICENSEE shall timely pay to the City all applicable deposit fees, permit fees, engineering fees and other fees or amounts, required to be paid by LICENSEE to the City in connection with obtaining permits or performing work under this Agreement, and as required by any federal, state or local law, statute, ordinance, rule or regulation. LICENSEE therefore acknowledges and agrees that this Agreement alone is not sufficient in and of itself authorization from the City for the installation and operation of the DAS/Small Cell Networks and that additional documentation may be required by the City.

7.5 Security Deposit/Bond. Prior to performing any work necessary under this Agreement, LICENSEE will deliver to the City a valid performance bond in the sum of one hundred thousand dollars (\$100,000.00), issued by a surety company acceptable to the City's Controller in the form attached hereto as Exhibit B. LICENSEE agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover incidental expenses and costs, damages and fees not covered by any insurance policies including but not limited to: interest, charges by the City to remove DAS/Small Cell Networks and unpaid permit and administrative fees. LICENSEE shall keep such surety

bond, at its expense, in full force and effect until the sixtieth (60th) day after the Expiration Date or other termination hereof, to insure the faithful performance by LICENSEE of all of the covenants, terms and conditions of this Agreement. Such bond shall provide thirty (30) days prior written notice to the city of cancellation or material change thereof. In the event of any non-extension of the bond, LICENSEE shall replace such security with another form permitted hereunder at least ten (10) days prior to expiration and if LICENSEE fails to do so the City shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as the Security Deposit required hereunder. Any unused portion of the funds so obtained by the City shall be returned to LICENSEE upon replacement of the bond or deposit of cash security in the full amount required hereunder. Such bond submitted pursuant to the requirements of a related Metro Permit shall satisfy the bond requirements of this agreement.

8.0 WORK STANDARDS

8.1 Performance of Work. LICENSEE shall use and exercise due care, caution, skill and expertise in performing all work under this Agreement and shall take all reasonable steps to safeguard and maintain in clean and workmanlike manner, all work site areas, including, without limitation, the light poles located on Public Rights-of-Way and other existing facilities and property. All work to be undertaken by LICENSEE in the Public Rights-of-Ways shall at all times be performed by workers in accordance with generally accepted industry practice.

8.2 Work Plan. Prior to performing any work necessary under this Agreement, LICENSEE shall present a map and written proposal describing the work to be performed and the facilities, methods and materials (if any) to be installed ("Work Plan") to the City for review and will not perform any work until it has received City Authorization of the Work Plan. In addition, prior to conducting any work in the Public Rights-of-Way, LICENSEE shall provide to the City a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a day, seven (7) days a week, problems or complaints resulting, directly or indirectly, from the DAS/Small Cell Network installed pursuant to this Agreement. As soon as is reasonably practical following installation of the DAS/Small Cell Network, LICENSEE shall deliver as-built drawings to City Hall.

8.3 No Underground Work Without Written Authorization. LICENSEE hereby represents, warrants and covenants that LICENSEE shall perform no excavation, trenching, coring, boring, or digging into the ground or installation of any equipment or other material into the ground, or any other underground work in connection with the work to be performed or Services to be provided by LICENSEE under this Agreement, except to the extent expressly approved by the city. LICENSEE further represents, warrants and covenants that it shall not otherwise disturb or disrupt the operation or

maintenance of any sanitary sewers, storm drains, gas or water mains, or other underground conduits, cables, mains, or facilities.

8.4 Repair or Replacement of Damaged Facilities or Property. Upon written request, LICENSEE agrees to repair or replace to City's reasonable satisfaction any City-owned facilities or City-owned property that the City determines has been damaged, destroyed, defaced or otherwise injured as a result of the work performed or Services provided by LICENSEE under this Agreement. LICENSEE shall perform such work at no expense to the City, except to the extent such damage, destruction, defacement, or injury was caused by the sole negligence or willful misconduct of City.

8.5 Modification of Work Plans. If during the term of this Agreement, the City determines that the public health or safety requires a modification of or a departure from the Work Plan submitted by LICENSEE and granted, the City shall have the authority to identify, specify and delineate the modification or departure required, and LICENSEE shall perform the work allowed under this Agreement in accordance with the City-specified modification or departure at LICENSEE's sole expense. The City shall provide LICENSEE with a written description of the required modification or departure, the public health or safety issue necessitating the modification or departure, and the time within which LICENSEE shall make, complete or maintain the modification or departure required.

9.0 TERMINATION

9.1 Immediate Termination upon Notice in Certain Circumstances. In addition to all other remedies provided by Law or in equity, either party may terminate this Agreement immediately upon written notice to the other party in the event of either of the following:

9.1.1 By City after written notice to LICENSEE and after opportunity to meet with representatives of the City, if the City reasonably determines that LICENSEE's continued use of the Public Rights-of-Way will adversely affect public health or safety;

9.1.2 By either party (the "Non-Defaulting Party") if the other party has failed to perform any of its material obligations under this Agreement; provided, however, that if the Defaulting Party's failure to perform under or comply with this Agreement is capable of being cured, and if a specific notice or cure period or time for performance of such obligation is not otherwise specified in this Agreement, then the Non-Defaulting Party shall provide the Defaulting Party with a notice of the Defaulting Party's failure to perform or comply and provide the Defaulting Party with thirty (30) days from the date of the notice to cure the failure to perform or comply to the Non-Defaulting Party's reasonable satisfaction; provided, further, that upon the occurrence during the term of this Agreement of two (2) defaults of the same obligation by either Party, the Non-Defaulting Party shall not be required to provide any notice regarding the Defaulting Party's failure

to perform such obligation, and any subsequent failure by the Defaulting Party after the Defaulting Party has received two such notices shall constitute a default by the Defaulting Party hereunder without any requirement on the part of the Non-Defaulting Party to give the Defaulting Party notice of such failure or an opportunity to cure.

9.2 Effect of Termination. In the event of termination of this Agreement as herein provided, LICENSEE shall immediately cease all work being performed under this Agreement, excepting only that work necessary for LICENSEE to remove all DAS/Small Cell Networks from the Public Rights-of-Way as provided in Section 3.4 above. Termination of this Agreement by the City as herein provided shall constitute the withdrawal of any grant, consent or authorization of the City for LICENSEE to perform any construction or other work under this Agreement in the Public Rights-of-way or on public property excepting only that work necessary for LICENSEE to remove all DAS/Small Cell Networks and leave all work site areas in a clean and safe condition and in accordance with Section 3. Upon any such early termination, the City shall promptly remit to LICENSEE a prorated portion of the annual license fee paid to the City, if any.

10.0 NOTICES

Except as otherwise expressly provided in this Agreement, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or reliable commercial overnight courier, return receipt requested, with postage prepaid, to:

CITY
City of _____
City of _____
Address: _____
Phone: _____ Fax: _____
Email: _____

With a copy to counsel:
Michael J. Watza
Kitch Drutchas
1 Woodward 24th Fl
Detroit, MI 48226
Phone: 313.965.7983 Fax: 313.965.7403
Email: mike.watza@kitch.com

LICENSEE

With a copy to counsel:

or to such other address as either CITY or LICENSEE may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change.

11.0 COMPLIANCE WITH LAWS

11.1 LICENSEE shall comply with all present and future Laws.

11.2 All facilities installed pursuant to this Agreement shall be constructed to comply with all lawful federal, state and local construction and applicable telecommunications requirements.

12.0 MISCELLANEOUS

12.1 Amendments. Neither this Agreement nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

12.2. Representations and Warranties. Each of the persons executing this Agreement on behalf of LICENSEE does hereby covenant, represent and warrant that, to the best of his or her knowledge, (a) LICENSEE is a duly authorized and existing Massachusetts corporation, has and is qualified to do business in the Commonwealth of Massachusetts, and has full right and authority to enter into this Agreement, (b) each and all of the persons signing on behalf of LICENSEE are authorized to do so, (c) all financial statements and reports previously provided to the City by LICENSEE are true and complete in all material respects and accurately reflect the financial condition of LICENSEE as of the date such statements were provided to the City, and LICENSEE's financial condition as of the date it executes this Agreement is not materially worse than that reflected in the most recent of such financial statements and reports, and (d) the DAS/Small Cell Networks installed pursuant to this Agreement shall comply with all applicable FCC standards regarding radio frequencies and electromagnetic field emissions. Upon the City's written request, LICENSEE shall provide the City with evidence reasonably satisfactory to the City confirming the foregoing representations and warranties.

12.3 Interpretation of Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

12.4 Assignment; Successors and Assigns. Neither this Agreement nor any part of LICENSEE's rights hereto may be assigned, pledged or hypothecated, in whole or in part, without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE hereunder to a parent, subsidiary, successor, or financially viable affiliate shall not be deemed an assignment for the purposes of this Agreement, provided that LICENSEE deliver to the City the following: (1) Bond issued in the name of transferee; (2) Assignment and Assumption Agreement between City and transferee; (3) Certificate of Insurance naming transferee as insured. In the event LICENSEE files a petition in bankruptcy pursuant to 11 U.S.C. Sections 101, et seq., the assignment of this Agreement shall be governed by the provisions of the Bankruptcy Code. An assignment of this Agreement is only enforceable against the City if LICENSEE or its trustee in bankruptcy complies with the provisions of 11 U.S.C. Section 365, including obtaining the authorization from the Bankruptcy Court. City hereby expressly reserves all of its defenses to any proposed assignment of this Agreement. Any person or entity to which the Bankruptcy Court authorizes the assignment of this Agreement shall be deemed without further act to have assumed all of the obligations of LICENSEE arising under this AGREEMENT on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to City, shall be the exclusive property of City, and shall not constitute property of LICENSEE or of the estate of LICENSEE within the meaning of the Bankruptcy Code

12.5 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by Law.

12.6 Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the State of Michigan.

12.7 Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Agreement) contains the entire agreement between the parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Agreement and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

12.8 Time of Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

12.9 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

12.10 Relationship of Parties. The City is not, and none of the provisions in this Agreement shall be deemed to render the City, a partner in LICENSEE's business, or joint venturer or member in any joint enterprise with LICENSEE. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's prior written consent as provided herein. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

12.11 Non-Discrimination. LICENSEE agrees and shall require all agents conducting business in Michigan on its behalf to agree not to discriminate on the basis of race, sex, religious creed, national origin, sexual preference, color, disability or age in connection with this agreement.

12.12 Most Favored Jurisdiction. Should LICENSEE, after the date that LICENSEE receives all permits and Authorizations necessary to install and operate the network as contemplated in this Agreement, enter into a DAS/Small Cell LICENSE Agreement with another government body, school, or municipality within the State of Michigan which contains financial benefits for such government body, school, or municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's reasonable opinion substantially superior to those in this Agreement, City shall have the right to require that LICENSEE modify this Agreement to incorporate the same or substantially similar superior benefits and such other terms and burdens by substitution, *mutatis mutandis*, of such other agreement or otherwise. Any increase in financial benefits in a similar agreement shall be paid to the City retroactive to the date LICENSEE entered into such superior agreement with another entity.

LICENSEE

a Michigan Public Corporation,

By: _____
Title: _____
Dated: _____

CITY OF _____

By: _____
Title: _____
Dated: _____

EXHIBITS

Exhibit A DAS/Small Cell Network Plans and Specs
Exhibit B Bond

METRO Act
Unilateral Form
Revised 12/06/02

RIGHT-OF-WAY

TELECOMMUNICATIONS PERMIT FOR DAS/SMALL CELL SYSTEM LINES ONLY

(Revised by City of Boyne City on July 15, 2015)

This permit issued this 15th day of July, 2015 by the City of Boyne City.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's Manager or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean the City of Boyne City, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean KEPS Technologies Inc. dba ACD Net and ACD Telecom, Inc. organized under the laws of the State of Michigan, whose address is 1800 N. Grand River Avenue Lansing MI 48906.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. **Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters, poles or houses,** and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A, **(Not including Antennas, supporting structures for antennas, equipment shelters, poles or houses)** to construct, install and maintain Telecommunication Facilities on the terms set forth herein.
- 2.1.1 Exhibit
- 2.1.2 A may be modified by Manager upon written request by Permittee.
Exhibit A is modified to exclude Antennas, supporting structures for antennas, equipment shelters, poles or houses.
- 2.1.3 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.
- 2.1.4 **Any and all Permits, Approvals, Franchises, Leases or Licenses for Antennas, supporting structures for antennas, equipment shelters, poles or houses shall be applied for in a separate franchise application requesting same.**
- 2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, **modify or deny**, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is Phil Brown,

OSP Engineer ACD,net 1800 N. Grand River Avenue Lansing MI 48906
PH: 517.999.3213 FAX: 517.999.3993 Email: brown.phil@acd.net

- 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is _____.
- 3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is: See Answer to 3.1.1.
- 3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is _____.
- 3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.
- 3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with

the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair. **Municipality is authorized to assess and collect all such costs against the bond or letter of credit posted by permittee pursuant to paragraph 8 of this permit.**
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free

number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.

- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and

maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 Street Vacation If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and removal of its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to **Act 174 of 2013; MCL 460.721 et seq.**, and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers

Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.

- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain

insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability

insurance) shall be written on an occurrence basis and not on a claims made basis.

- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
 - 7.1.1 five years from the Date of Issuance; or
 - 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
 - 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty

(180) days prior to the date of such termination; or

7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance/Removal Bond or Letter of Credit

8.1 Municipal Requirement. Municipality requires Permittee to post a **\$50,000** bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)], **“to ensure that the public right of way is returned to its original condition during and if necessary, after the provider’s access and use”**. The bond may be renewed or replaced from year to year.

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees at a **one-time \$500**. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee’s sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.1.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, **any and all DAS or small cell facilities and antennas, supporting structures for antennas, equipment shelters, poles or houses** and lines attached to or suspended from poles.

10.2 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

If to Municipality, to City Manager City of Boyne City: Michael Cain 319 N. Lake Street Boyne City, MI 49712 Phone: 231.582.0377 Fax: 231.582.6506 Email: mcain@boynecity.com

12.1.1 If _____ to _____ Permittee, _____ to _____.

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 **No Cable, OVS.** This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" or "video service" as defined in 2006 PA 480; MCL 484.3301 et seq., (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.

13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.4 Interpretation and Severability. The provisions of this Permit shall be liberally

construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

13.6 **DAS:** This Permit is not an approval of the installation of any antennas, supporting structures for antennas, equipment shelters, poles or houses small cell antenna systems or distributed antenna systems (DAS). The City references paragraph 1.8 of this State approved Permit Form as well as MCL 484.3102(j) which clearly state that such "antenna" are specifically excluded by the Metro Act, and thus not properly subject to this Metro Act Permit. The City rejects Metro Act Determination #1 as unsupported by and in direct conflict with the clear language of the Metro Act, at MCL 484.3102(j), paragraph 1.8 of the State approved Unilateral Metro Act Permit form and in violation of the City's zoning and other regulatory authority and proprietary interests with respect to such antennas and supporting structures as ordered in FCC 14-153 (October 17, 2104).
By granting this permit, the City makes no representations about any subsequent agreement concerning the nature or placement of any antennas, supporting structures for antennas, equipment shelters, poles or houses or small cell antenna systems or distributed antenna systems (DAS) or that such an agreement will be reached.

City of Boyne City

By: _____
Its: _____
Date: _____

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

[Permittee Name]

By: _____
Its: _____
Date: _____

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B

Bond



Date: October 13, 2015

To: Michael Cain, City Manager
and City Commissioners

A handwritten signature in black ink, appearing to be "Mc", is written over the name "Michael Cain" in the "To:" field.

From: Lori J. Meeder, Main Street

RE: Dilworth Hotel Blight Elimination and Job Creation Project

Overview

The Dilworth Hotel, a landmark for our downtown will be transformed into a beautiful historic structure again. The highly visible landmark will be seen by visitors and community members as they enter the downtown corridor. The project requires significant private and public investment. Once complete, the boutique hotel will have 26 rooms, a restaurant, a banquet room and a pub. Potential employment is significant.

The MEDC has invited the City of Boyne City to submit a \$1,000,000 Community Development Block Grant for the Dilworth Hotel project. The City of Boyne City has submitted the Part 1 Application to the MEDC and an environmental review of the project has been completed.

As is required of the governing body, on October 7th a notice of public hearing was published giving notice of our intent to apply for a \$1,000,000 Community Development Block Grant application to the Michigan Economic Development Corporation for the Dilworth Hotel Blight Elimination and Job Creation Project.

We are now ready to submit the formal Part 2 application – the request for grant funds – and present this request to the Michigan Strategic Fund at their November 24, 2015 Board Meeting.

The public hearing tonight is to receive comments and questions regarding the grant application and the project, pass a resolution identifying the grant eligible project and designate a government official to submit the application and sign all necessary documents on behalf of the City – standard procedures for federal and state grants.

The complete grant application and all related attachments are available at the front desk of City Hall for anyone to review.

Recommendation

1. The City Commission receive and consider public comments from the public hearing
2. Pass a Resolution on the Dilworth Hotel Blight Elimination and Job Creation Project authorizing the application for the Community Development Block Grant

and appointing Michael Cain, City Manager of Boyne City, to execute all necessary documents.

Community Development Block Grant Program

Authorizing Resolution

WHEREAS the City of Boyne City is invited to submit an application for a \$1,000,000 Community Development Block Grant (CDBG) administrated by the Michigan Economic Development Corporation (MEDC); and

WHEREAS the City will use the CDBG funds for the Dilworth Hotel Blight Elimination and Job Creation Project; and

WHEREAS the matching funds in the amount of \$0 will be paid by the City; and

WHEREAS this project is consistent with the City's community development plan as described in the application; and

WHEREAS at least 51% of the beneficiaries of the project will be low and moderate income persons; and

WHEREAS local funds and any other funds to be invested in the project will not be incurred prior to a formal grant award, completion of the environmental review procedures, and formal written authorization to incur costs is received from the state; and

WHEREAS a local government official needs to be authorized to submit the Michigan CDBG application;

NOW THEREFORE BE IT RESOLVED that Michael Cain, City of Boyne City Manager, is hereby authorized to sign and submit the CDBG application and grant agreement documents.

Motion to approve the resolution as presented by _____,
seconded by _____.

ROLL CALL

AYE:

NAY:

ABSTAIN:

ABSENT:

Resolution declared adopted.

I, Cindy Grice, City of Boyne City Clerk, hereby certify that the above is a true and exact copy of a portion of minutes taken from a regular meeting of the city commission of the City of Boyne City held October 13, 2015.

*Cindy Grice, Clerk
City of Boyne City*

PROJECT BUDGET Revised Part 2 App
MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. Applicant: Robert Grove			2. Project Title: Dilworth Hotel				
Address: 300 Water Street, Boyne City, MI 49712							
3. Project Cost Elements		4. Project Funding Sources (identify all other funding sources).					
Activities	CDBG		Private		Other	Other	TOTAL
Architecture	\$178,791		\$536,372				\$715,163
Roofing System			\$120,000				\$120,000
Construction/Contingency	\$791,025		\$3,856,551				\$4,647,576
Demolition/Contingency	\$20,185		\$60,554				\$80,738
Developer/Consulting Fees			\$364,000				\$364,000
Furniture and Equipment			\$816,600				\$816,600
Soft Construction Costs			\$473,659				\$473,659
Administration	\$10,000						\$10,000
Project Total	\$1,000,000	\$0	\$6,227,736	\$0	\$0	\$0	\$7,227,736
Percentage Breakdown	14%	0%	86%	0%	0%	0%	100%
TOTAL	\$1,000,000	\$0	\$6,227,736	\$0	\$0	\$0	\$7,227,736

w

Project Scope

14. Provide a clear and concise description of the overall proposed project including all work activities. Include the number of businesses/properties involved, the type of assistance needed and why:

Using CDBG grants of \$1,000,000 historic tax credits of #1,340,928, private owner equity of \$1,750,000 and bank financing of \$5,739,323, Tall Pines Partners, LLC will completely renovate the Dilworth Hotel, bringing it back to its full glory. Once complete, the project will include a 26 room hotel, a 1500 sf banquet facility, a restaurant and a pub. The property, vacant for 6 + years, has significant deferred maintenance issues. Project scope of work includes exterior brick restoration, windows, roof, all mechanical, plumbing and electrical upgrades, fire suppression and barrier free access upgrades to current standards, complete kitchen expansion and renovation, site utilities, site improvement and landscaping, porch restoration, complete furnishing of guest rooms, dining rooms and pub as well as all new equipment.

15. Provide the history of the problems associated with this project and explain how this project will help alleviate those problems.

The 103 year old Dilworth Hotel opened in 1912 and has been listed on the National Register of Historic Places since the mid-1980s. The three story, 27-room hotel is located on one of the most prominent lots in the heart of downtown Boyne City. At approximately 28,000 sq. ft., the building has seen a series of operators over the years unsuccessfully run the hotel and restaurant. The building has sat vacant for more than five years and is in danger of physical deterioration beyond repair.

The building played an active role in Boyne City's history and is a historic asset for the community to enjoy. The goal of this project is to return the Dilworth Hotel to its historic use as a hotel and restaurant. The restoration of the Dilworth will be a tremendous economic boost for Boyne City. It will serve as a catalyst for our downtown, increase pedestrian traffic, vastly improve the entry into downtown, and will provide needed hotel accommodations.

16. What is the square footage of public space being improved or reactivated?

Check here if Not Applicable:

17. Describe the specific work activities to be completed with CDBG funds and match funds (use bullets).

Exterior Renovation: Site improvements, landscaping, masonry and brick restoration, windows and doors, porch, site utilities, roofing and thermal/moisture protection. Interior Renovation:
Fire suppression, elevator, demolition, HVAC, plumbing, electrical, safety/security systems, finish carpentry/millwork, interior doors windows hardware, finish work/drywall, flooring, painting, equipment.
Furnishings and Fixtures: guest rooms, restaurant, pub, lobby furnishings, and veranda furnishings and fixtures.

Not applicable, if completing Attachment C, check here to indicate:

18. Describe the location and boundaries of the project, including the street address and property ownership (i.e. UGLG property, other public property, private property) where all project activities will occur.

PART 2 APPLICATION

**MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
MICHIGAN STRATEGIC FUND**

ATTACHMENT 2 – UGLG PUBLIC PARTICIPATION DOCUMENTATION

1. The UGLG has furnished its citizens with information concerning the amount of funds available and being applied for, and the proposed community development and housing activities to be undertaken. This includes the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and the plans for minimizing displacement of persons.
2. The UGLG has published a public notice in such manner to afford affected citizens an opportunity to examine and submit comments on the proposed application and community development and housing activities.
3. One or more public hearings have been held to obtain the views of citizens on the proposed application and community development and housing needs.
4. Citizens have been provided reasonable access to the proposed application and related information on community development and housing needs.
5. The UGLG will provide its citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of funds if funds are received.
6. The UGLG provided for and encouraged citizen participation, with particular emphasis on participation by persons of low and moderate income, residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of grantees described in Section 106(a), provided for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction. Opportunities to participate must be made available by advertising in publications, which are distributed in the slum and blight areas and the low and moderate income neighborhoods.
7. The UGLG provided citizens with reasonable and timely access to local meetings, information, and records relating to the applicant's proposed use of funds, as required by regulations of the Secretary, and relating to the actual use of funds under this title.
8. The UGLG provided for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee.
9. The UGLG provided for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped. Review of program performance shall apply to previously funded CDBG grants.
10. The UGLG has identified how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. If 51% of the expected participants are non-English speaking, the hearings will be advertised in a non-English publication available to those residents. A person fluent in their language must be available to discuss the project and respond to their questions at the hearings.

Signature and Title of Authorized UGLG Official

Date

PART 2 APPLICATION
MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
MICHIGAN STRATEGIC FUND

ATTACHMENT 3
CERTIFICATION BY THE APPLICANT UGLG

MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
TITLE I, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION - COMMUNITY DEVELOPMENT

I, Michael Cain, Manager of the City of Boyne City certify that the City of Boyne City:

1. Possesses legal authority to submit a grant application;
2. Has in a timely manner:
 - a. furnished its citizens information concerning the amount of funds available and being applied for, and the proposed community development and housing activities to be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and the plans for minimizing displacement of persons as a result of proposed activities and for assisting persons actually displaced;
 - b. published a public notice (a copy of which is attached) in such manner to afford citizens an opportunity to examine and submit comments on the proposed application and community development and housing activities;
 - c. held one or more public hearings to obtain the views of citizens on the proposed application and community development and housing needs; and
 - d. made the proposed application available to the public;
3. Will conduct and administer the grant in conformity with Public Law 88-352 and Public Law 90-284, and will affirmatively further fair housing;
4. Has developed the proposed application so as to give maximum feasible priority to activities which will benefit low and moderate income families or aid to the prevention or elimination of slum or blight; or to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to health or welfare of the community where other financial resources are not available to meet such needs;
5. Has developed a community development plan that identifies community development and housing needs and specifies both short and long term community development objectives that have been developed in accordance with the primary objective and requirements of the Title I Housing and Community Development Act of 1974, as amended;
6. Will not attempt to recover any capital costs of public improvements assisted in whole or in part with Title I funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) Title I funds are used to pay the proportion of such fee or assessment that related to capital costs of such public improvement that are financed from revenue sources other than Title I funds; or (B) for purposes of assessing any amounts against properties owned and occupied by persons of low and moderate income who are not persons of very low income, and (name of local unit) certifies that it lacks sufficient Title I funds to comply with the requirements of clause (A);

PART 2 APPLICATION
MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
MICHIGAN STRATEGIC FUND

7. Will adopt a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions;

8. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

9. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

10. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

11. Will comply with other provisions of Title I of the Housing and Community Development Act of 1987, as amended, and with other applicable laws.

Signature and Title of Authorized UGLG Official

Date

PART 2 APPLICATION
MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
MICHIGAN STRATEGIC FUND

ATTACHMENT 4 – STATEMENT OF ASSURANCES

MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION – COMMUNITY DEVELOPMENT

The UGLG hereby assures and certifies that it has complied or shall comply with Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301), and related statutes and implementing rules, regulations, and guidelines applicable to projects financed under the Michigan CDBG program. Specific assurances and certifications include but are not limited to the following:

1. Compliance with grant and financial management guidelines in 24 CFR Part 85, Administrative Requirements for Grants to State and Local Governments, and U.S. Office of Management and Budget Circular No. A-87, Cost Principles for State and Local Governments.
2. Compliance with Civil Rights and Equal Opportunity statutes as set forth in Title I of the Civil Rights Act of 1964 (Public Law 88-352), Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), the Michigan Civil Rights Act 453 of 1976, the Michigan Fair Employment Practices Act (MCL 423, 301-423, 311), related statutes and implementing rules and regulations.
3. Compliance with Labor Standards statutes as set forth in the Davis-Bacon Fair Labor Standards Act (40 U.S.C. 276a-276a-5), related statutes and implementing rules and regulations.
4. Compliance with Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831).
5. Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) and implementing regulations.
6. Compliance with OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations and implementing rules and regulations.
7. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and implementing rules and regulations 24 CFR Part 8.
8. Authorized state officials and representatives will have access to all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts; each contract or subcontract also shall provide for such success to relevant data and records pertaining to the development and implementation of the project.

The UGLG agrees to assume all of the responsibilities for environmental review, decision making and action as specified and required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and Section 104 (f) of Title I of the Housing and Community Development Act and implementing regulations 24 CFR Part 58.

Signature and Title of Authorized UGLG Official

Date



City of Boyne City

MEMO

Date: October 9, 2015

To: Mayor Grunch and the Boyne City City Commission

From: Michael Cain, City Manager

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

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

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

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

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

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

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

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

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

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

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

OPTIONS:

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



Park View Apartments
Parcel Descriptions



33N06W35SESW

33N06W35SWSE

32N06W02NENW

32N06W02NWNE

Parcel A
15-051-302-011-20

Parcel C
15-051-302-011-30

Parcel B
15-051-302-011-25

Parcel A

LOCAL PROPERTY TAXES 2015 Summer

City of Boyne City
319 N Lake Street
Boyne City, MI 49712

TOTAL TAXES DUE IF PAID	\$14,216.94
NO LATER THAN: 09/14/2015	
After due date, additional fees will be added. Please contact your local treasurer for the total amount due.	
Check must clear or receipt is void.	
Local treasurer cannot accept tax payments for Real Property after 2/28. Delinquent Personal Property taxes are payable to the Local Treasurer.	

15051-302-011-20
BOYNE PARK VIEW LIMITED
ATTN: LEDAY INC
PO BOX 327
BOYNE CITY MI 49712

TAXPAYER NOTE: Please notify us if name or address information is not correct. If additional information is needed to make the change, you will be contacted.



09/18/15
09/18/15

RETURN THE TOP PORTION WITH PAYMENT

LOCAL PROPERTY TAXES
2015 Summer

RECEIPT AVAILABLE ON REQUEST

09/18/15
09/18/15

PARCEL NUMBER: 15051-302-011-20
PROPERTY ADDRESS: 326 DIVISION ST E
PROPERTY TYPE: 201 COMMERCIAL
CLASS CODE: 201
SCHOOL: 15020

STATE EQUALIZED VALUE:	438,600
TAXABLE VALUE:	381,624
PRINCIPAL RESIDENCE EXEMPTION %:	0.0000

	TAXING AUTHORITY	TAX RATE	TAX AMOUNT
Assessment & Tax Information online at: www.charlevoixcounty.org Legal Description: SP0885 FROM 302-011-00 COM AT BOAT SPIKE AT N 1/4 COR SEC 2 T32N R6W TH AL N LI SD SEC S 89DEG 54'40"W 331.89FT TO E LI OF W1/2 OF E1/2 OF NE 1/4 OF NW1/4 SD SEC FOR POB TH AL E LI OF W1/2 OF E1/2 OF NE1/4 OF NW1/4 SODEG 35'05"E 615.02FT TO S LI OF N 615FT OF NW1/4 SD SEC TH PARA WI N LI SD SEC S89 DEG53'40"W 331.57FT TO W LI OF E1/2 OF NE1/4 OF NW1/4 SD SEC TH AL SD W LI N ODEG36'53"W 415.02FT TH PARA WI N LI SD SEC N89DEG53'40"E 100FT TH PARA WI W LI OF E1/2 OF NE1/4 OF NW1/4 N0DEG36'53"W 200FT TO N LI SD SEC TH AL SD N COMPLETE LEGAL DESCRIPTION ON FILE	STATE EDUCATIO	6.00000	2,289.74
	COUNTY ALLOCATE	4.70000	1,793.63
	SCHOOL OPERATIN	9.00000	3,434.61
	SCHOOL DEBT	1.67500	639.22
	CITY OPERATIN	15.51000	5,918.98
	<i>Parcel A 14,927.76</i> <i>Parcel B 15,174.02</i> <i>Parcel C 14,908.14</i>		
BOYNE CITY TREASURER:(231)-582-6597 WWW.CITYOFBOYNECITY.COM TAX & 1% ADMIN FEE DUE JULY 1- SEPT. 14 SEPT 15 ADDITIONAL 4% PENALTY IS ADDED. STARTING OCT 15 INTEREST ADDED AT 1/2% PER MONTH. AS OF MARCH 1, 2016: UNPAID REAL PROPERTY TAXES ARE DELINQUENT. PLEASE CALL COUNTY TREASURER @ 1-800-548-9157 FOR AMOUNT DUE			
FISCAL YEARS County: 10/01 - 9/30 Twn/Cty: 5/1 - 04/30 School: 7/1 - 6/30 State: 10/1 - 9/30		TAX & SPECIAL ASSESSMENTS 14,076.18 ADMINISTRATION FEE 140.76 TOTAL TAX DUE BY: 09/14/15 14,216.94	

TREASURER NOT RESPONSIBLE FOR
PAYMENT ON WRONG PARCEL

B

MAKE CHECK PAYABLE TO: + 6,629.80
City of Boyne City
319 N Lake Street
Boyne City, MI 49712
20,846.74
- 5,918.98

14,927.76

Parcel A

LOCAL PROPERTY TAXES 2014 Winter

City of Boyne City
319 N Lake Street
Boyne City, MI 49712

TOTAL TAXES DUE IF PAID \$6,629.80
NO LATER THAN: 02/16/2015
After due date, additional fees will be added.
Please contact your local treasurer for the total amount due.

Check must clear or receipt is void.
Local treasurer cannot accept tax payments for Real Property after 2/28. Delinquent Personal Property taxes are payable to the Local Treasurer.

15-051-302-011-20
BOYNE PARK VIEW LIMITED
ATTN: LEDAY INC
PO BOX 327
BOYNE CITY MI 49712

TAXPAYER NOTE: Please notify us if name or address information is not correct. If additional information is needed to make the change, you will be contacted.



09/18/15
09/18/15

RETURN THE TOP PORTION WITH PAYMENT

LOCAL PROPERTY TAXES
2014 Winter

RECEIPT AVAILABLE ON REQUEST

09/18/15
09/18/15

PARCEL NUMBER: 15-051-302-011-20
PROPERTY ADDRESS: 326 DIVISION ST E
PROPERTY TYPE:
CLASS CODE: 201
SCHOOL: 15020

STATE EQUALIZED VALUE: 384,700
TAXABLE VALUE: 375,615
PRINCIPAL RESIDENCE EXEMPTION %: 0.0000

TAXING AUTHORITY

TAX RATE

TAX AMOUNT

Assessment & Tax Information online at: www.charlevoixcounty.org	TAXING AUTHORITY	TAX RATE	TAX AMOUNT
Legal Description: SP0885 FROM 302-011-00 COM AT BOAT SPIKE AT N 1/4 COR SEC 2 T32N R6W TH AL N LI SD SEC S 89DEG 54'40"W 331.89FT TO E LI OF W1/2 OF E1/2 OF NE 1/4 OF NW1/4 SD SEC FOR POB TH AL E LI OF W1/2 OF E1/2 OF NE1/4 OF NW1/4 S0DEG 35'05"E 615.02FT TO S LI OF N 615FT OF NW1/4 SD SEC TH PARA WI N LI SD SEC S89 DEG53'40"W 331.57FT TO W LI OF E1/2 OF NE1/4 OF NW1/4 SD SEC TH AL SD W LI N 0DEG36'53"W 415.02FT TH PARA WI N LI SD SEC N89DEG53'40"E 100FT TH PARA WI W LI OF E1/2 OF NE1/4 OF NW1/4 N0DEG36'53"W 200FT TO N LI SD SEC TH AL SD N <u>COMPLETE LEGAL DESCRIPTION ON FILE</u> BOYNE CITY TREASURER: (231)582-6597 TAX & 1% ADMIN FEE DUE DEC. 1- FEB. 17 TAX & 1% ADMIN FEE & 3% PENALTY DUE FEB. 17-28 AS OF MARCH 2, 2015 UNPAID TAXES ARE DELINQUENT; PLEASE CALL COUNTY TREASURER FOR AMOUNT DUE @ 1-800-548-9157 BOYNE CITY TREASURER OFFICE HOURS: MONDAY - FRIDAY	BC SCHOOL OPER	9.00000	3,380.53
	BC SCHOOL DEBT	1.67500	629.15
	CHAR EM ALLOC	0.20000	75.12
	SPECIAL ED 64	0.67130	252.15
	SPECIAL ED 08	1.16000	435.71
	VOCATIONAL ED	0.75000	281.71
	BOYNE LIB OP 96	0.63670	239.15
	BOYNE LIB OP 04	0.33290	125.04
	COUNTY TRANSIT	0.25000	93.90
	COUNTY RECYCLING	0.15000	56.34
	CO. SR CITIZEN	0.65000	244.14
	GRANDVUE OPER	0.75000	281.71
	COUNTY ROADS	1.00000	375.61
	COUNTY PARKS	0.15000	56.34
COUNTY VETERANS	0.10000	37.56	
FISCAL YEARS	TAX & SPECIAL ASSESSMENTS		6,564.16
County: 10/01 - 9/30	ADMINISTRATION FEE		65.64
Twn/Cty: 5/1 - 04/30			
School: 7/1 - 6/30			
State: 10/1 - 9/30			
	TOTAL TAX DUE BY: 02/16/15		6,629.80

TREASURER NOT RESPONSIBLE FOR PAYMENT ON WRONG PARCEL

C

MAKE CHECK PAYABLE TO:
City of Boyne City
319 N Lake Street
Boyne City, MI 49712

City of Boyne City
319 N Lake Street
Boyne City, MI 49712

Parcel B

TOTAL TAXES DUE IF PAID	\$14,451.49
NO LATER THAN: 09/14/2015	
After due date, additional fees will be added. Please contact your local treasurer for the total amount due.	
Check must clear or receipt is void.	
Local treasurer cannot accept tax payments for Real Property after 2/28. Delinquent Personal Property taxes are payable to the Local Treasurer.	

15051-302-011-25
BOYNE PARK VIEW LIMITED
ATTN: LEDAY INC
PO BOX 327
BOYNE CITY MI 49712

TAXPAYER NOTE: Please notify us if name or address information is not correct. If additional information is needed to make the change, you will be contacted.



09/18/15
09/18/15

RETURN THE TOP PORTION WITH PAYMENT

LOCAL PROPERTY TAXES
2015 Summer

RECEIPT AVAILABLE ON REQUEST

09/18/15
09/18/15

PARCEL NUMBER: 15051-302-011-25
PROPERTY ADDRESS: 326 DIVISION ST E
PROPERTY TYPE: 201 COMMERCIAL
CLASS CODE: 201
SCHOOL: 15020

STATE EQUALIZED VALUE:	447,700
TAXABLE VALUE:	387,920
PRINCIPAL RESIDENCE EXEMPTION %:	0.0000

	TAXING AUTHORITY	TAX RATE	TAX AMOUNT
Assessment & Tax Information online at: www.charlevoixcounty.org	STATE EDUCATIO	6.00000	2,327.52
	COUNTY ALLOCATE	4.70000	1,823.22
	SCHOOL OPERATIN	9.00000	3,491.28
	SCHOOL DEBT	1.67500	649.76
	CITY OPERATIN	15.51000	6,016.63
Legal Description: 88SP FROM 302-011-15 COM AT N1/4 COR SEC 2 T32N R6W TH AL N LI SD SEC S89DEG53'40"W 331.89FT TO E LI OF W1/2 OF E1/2 OF NE1/4 OF NW1/4 SD SECTH AL SD LI S0DEG35'05"E 615.02FT TO S LI OF N 615FT OF NW1/4 SD SEC TH CONT ALSD LI 420.56FT FOR POB TH CONT AL LAST DESC CRSE S0DEG35'05"E 390.95FT TO N1/8 LI SD SEC TH AL SD 1/8 LI S89DEG09'43"W 331.14FT TO W LI OF E1/2 OF NE1/4 OF NW FRL 1/4 SD SEC TH AL W LI OF E1/2 OF NE 1/4 OF NW FRL 1/4 SD SEC N0DEG36'53"W 395.19FT TH PARA WI N LI SD SEC N89DEG 53'40"E 331.35FT COMPLETE LEGAL DESCRIPTION ON FILE			
BOYNE CITY TREASURER:(231)-582-6597 WWW.CITYOFBOYNECITY.COM TAX & 1% ADMIN FEE DUE JULY 1- SEPT. 14 SEPT 15 ADDITIONAL 4% PENALTY IS ADDED. STARTING OCT 15 INTEREST ADDED AT 1/2% PER MONTH. AS OF MARCH 1, 2016: UNPAID REAL PROPERTY TAXES ARE DELINQUENT. PLEASE CALL COUNTY TREASURER @ 1-800-548-9157 FOR AMOUNT DUE			
FISCAL YEARS			
County:	10/01 - 9/30		
Twn/Cty:	5/1 - 04/30		
School:	7/1 - 6/30		
State:	10/1 - 9/30		
	TAX & SPECIAL ASSESSMENTS		14,308.41
	ADMINISTRATION FEE		143.08
	TOTAL TAX DUE BY: 09/14/15		14,451.49

TREASURER NOT RESPONSIBLE FOR
PAYMENT ON WRONG PARCEL

MAKE CHECK PAYABLE TO:
City of Boyne City
319 N Lake Street
Boyne City, MI 49712

+ 6,739.16
21,190.65
- 6,016.63
15,174.02

D

Parcel B

City of Boyne City
319 N Lake Street
Boyne City, MI 49712

TOTAL TAXES DUE IF PAID \$6,739.16
NO LATER THAN: 02/16/2015

After due date, additional fees will be added. Please contact your local treasurer for the total amount due.

Check must clear or receipt is void.
Local treasurer cannot accept tax payments for Real Property after 2/28. Delinquent Personal Property taxes are payable to the Local Treasurer.

15-051-302-011-25
BOYNE PARK VIEW LIMITED
ATTN: LEDAY INC
PO BOX 327
BOYNE CITY MI 49712

TAXPAYER NOTE: Please notify us if name or address information is not correct. If additional information is needed to make the change, you will be contacted.



09/18/15
09/18/15

RETURN THE TOP PORTION WITH PAYMENT

LOCAL PROPERTY TAXES
2014 Winter

RECEIPT AVAILABLE ON REQUEST

09/18/15
09/18/15

PARCEL NUMBER: 15-051-302-011-25
PROPERTY ADDRESS: 326 DIVISION ST E
PROPERTY TYPE:
CLASS CODE: 201
SCHOOL: 15020

STATE EQUALIZED VALUE: 391,400
TAXABLE VALUE: 381,812
PRINCIPAL RESIDENCE EXEMPTION %: 0.0000

	TAXING AUTHORITY	TAX RATE	TAX AMOUNT
Assessment & Tax Information online at: www.charlevoixcounty.org Legal Description: 88SP FROM 302-011-15 COM AT N1/4 COR SEC 2 T32N R6W TH AL N LI SD SEC S89DEG53'40"W 331.89FT TO E LI OF W1/2 OF E1/2 OF NE1/4 OF NW1/4 SD SECTH AL SD LI S0DEG35'05"E 615.02FT TO S LI OF N 615FT OF NW1/4 SD SEC TH CONT ALSD LI 420.56FT FOR POB TH CONT AL LAST DESC CRSE S0DEG35'05"E 390.95FT TO N1/8 LI SD SEC TH AL SD 1/8 LI S89DEG09'43"W 331.14FT TO W LI OF E1/2 OF NE1/4 OF NW FRL 1/4 SD SEC TH AL W LI OF E1/2 OF NE 1/4 OF NW FRL 1/4 SD SEC N0DEG36'53"W 395.19FT TH PARA WI N LI SD SEC N89DEG 53'40"E 331.35FT COMPLETE LEGAL DESCRIPTION ON FILE	BC SCHOOL OPER	9.00000	3,436.30
	BC SCHOOL DEBT	1.67500	639.53
	CHAR EM ALLOC	0.20000	76.36
	SPECIAL ED 64	0.67130	256.31
	SPECIAL ED 08	1.16000	442.90
	VOCATIONAL ED	0.75000	286.35
	BOYNE LIB OP 96	0.63670	243.09
	BOYNE LIB OP 04	0.33290	127.10
	COUNTY TRANSIT	0.25000	95.45
	COUNTY RECYCLING	0.15000	57.27
	CO. SR CITIZEN	0.65000	248.17
	GRANDVUE OPER	0.75000	286.35
	COUNTY ROADS	1.00000	381.81
COUNTY PARKS	0.15000	57.27	
COUNTY VETERANS	0.10000	38.18	
BOYNE CITY TREASURER: (231)582-6597 TAX & 1% ADMIN FEE DUE DEC. 1- FEB. 17 TAX & 1% ADMIN FEE & 3% PENALTY DUE FEB. 17-28 AS OF MARCH 2, 2015 UNPAID TAXES ARE DELINQUENT; PLEASE CALL COUNTY TREASURER FOR AMOUNT DUE @ 1-800-548-9157 BOYNE CITY TREASURER OFFICE HOURS: MONDAY - FRIDAY			
FISCAL YEARS County: 10/01 - 9/30 Twn/Cty: 5/1 - 04/30 School: 7/1 - 6/30 State: 10/1 - 9/30		TAX & SPECIAL ASSESSMENTS 6,672.44 ADMINISTRATION FEE 66.72	
TOTAL TAX DUE BY: 02/16/15			6,739.16

TREASURER NOT RESPONSIBLE FOR PAYMENT ON WRONG PARCEL

MAKE CHECK PAYABLE TO:
City of Boyne City
319 N Lake Street
Boyne City, MI 49712

E

City of Boyne City
319 N Lake Street
Boyne City, MI 49712

Parcel C

TOTAL TAXES DUE IF PAID \$14,255.43
NO LATER THAN: 09/14/2015

After due date, additional fees will be added. Please contact your local treasurer for the total amount due.

Check must clear or receipt is void.

Local treasurer cannot accept tax payments for Real Property after 2/28. Delinquent Personal Property taxes are payable to the Local Treasurer.

15051-302-011-30
BOYNE PARK VIEW LIMITED
ATTN: LEDAY INC
PO BOX 327
BOYNE CITY MI 49712

TAXPAYER NOTE: Please notify us if name or address information is not correct. If additional information is needed to make the change, you will be contacted.



09/18/15
09/18/15

RETURN THE TOP PORTION WITH PAYMENT

LOCAL PROPERTY TAXES
2015 Summer

RECEIPT AVAILABLE ON REQUEST

09/18/15
09/18/15

PARCEL NUMBER: 15051-302-011-30
PROPERTY ADDRESS: 326 DIVISION ST E
PROPERTY TYPE: 201 COMMERCIAL
CLASS CODE: 201
SCHOOL: 15020

STATE EQUALIZED VALUE: 441,200
TAXABLE VALUE: 382,657
PRINCIPAL RESIDENCE EXEMPTION %: 0.0000

	TAXING AUTHORITY	TAX RATE	TAX AMOUNT
Assessment & Tax Information online at: www.charlevoixcounty.org Legal Description: 88SP FROM 302-011-15 COM AT N1/4 COR SEC 2 T32N R6W TH AL N LI SD SEC S 89DEG53'40"W 331.89FT TO E LI OF W1/2 OF E1/2 OF NE1/4 OF NW1/4 SD SEC TH AL SD LI S 0DEG35'05"E 615.02FT TO A ST ON S LI OF N 615FT OF NW1/4 SD SEC FOR POB TH CONT AL E LI OF W1/2 OF E 1/2 OF NE1/4 OF NW1/4 SD SEC S 0DEG35' 05"E 420.56FT TO IR ST TH PARA WI N LI SD SEC S 89DEG53'40"W 331.35FT TO IR ST ON W LI OF E1/2 OF NE1/4 OF NW1/4 SD SEC TH AL SD LI N 0DEG36'53"W 420.56FT TO IRST ON S LI OF N 615FT OF NW1/4 SD SEC TH PARA WI N LI SD SEC COMPLETE LEGAL DESCRIPTION ON FILE	STATE EDUCATIO	6.00000	2,295.94
	COUNTY ALLOCATE	4.70000	1,798.48
	SCHOOL OPERATIN	9.00000	3,443.91
	SCHOOL DEBT	1.67500	640.95
	CITY OPERATIN	15.51000	5,935.01
BOYNE CITY TREASURER:(231)-582-6597 WWW.CITYOFBOYNECITY.COM TAX & 1% ADMIN FEE DUE JULY 1- SEPT. 14 SEPT 15 ADDITIONAL 4% PENALTY IS ADDED. STARTING OCT 15 INTEREST ADDED AT 1/2% PER MONTH. AS OF MARCH 1, 2016: UNPAID REAL PROPERTY TAXES ARE DELINQUENT. PLEASE CALL COUNTY TREASURER @ 1-800-548-9157 FOR AMOUNT DUE			
FISCAL YEARS County: 10/01 - 9/30 Twn/Cty: 5/1 - 04/30 School: 7/1 - 6/30 State: 10/1 - 9/30	TAX & SPECIAL ASSESSMENTS		14,114.29
	ADMINISTRATION FEE		141.14
	TOTAL TAX DUE BY: 09/14/15		14,255.43

TREASURER NOT RESPONSIBLE FOR
PAYMENT ON WRONG PARCEL

F

MAKE CHECK PAYABLE TO:
City of Boyne City
319 N Lake Street
Boyne City, MI 49712

+ 6,647.72
20,903.15
- 5,935.01

14,968.14

LOCAL PROPERTY TAXES 2014 Winter

City of Boyne City
319 N Lake Street
Boyne City, MI 49712

Parcel C

TOTAL TAXES DUE IF PAID	\$6,647.72
NO LATER THAN: 02/16/2015	
After due date, additional fees will be added. Please contact your local treasurer for the total amount due.	
Check must clear or receipt is void.	
Local treasurer cannot accept tax payments for Real Property after 2/28. Delinquent Personal Property taxes are payable to the Local Treasurer.	

15-051-302-011-30
BOYNE PARK VIEW LIMITED
ATTN: LEDAY INC
PO BOX 327
BOYNE CITY MI 49712

TAXPAYER NOTE: Please notify us if name or address information is not correct. If additional information is needed to make the change, you will be contacted.



09/18/15
09/18/15

RETURN THE TOP PORTION WITH PAYMENT

LOCAL PROPERTY TAXES
2014 Winter

RECEIPT AVAILABLE ON REQUEST

09/18/15
09/18/15

PARCEL NUMBER: 15-051-302-011-30
PROPERTY ADDRESS: 326 DIVISION ST E
PROPERTY TYPE:
CLASS CODE: 201
SCHOOL: 15020

STATE EQUALIZED VALUE:	386,000
TAXABLE VALUE:	376,631
PRINCIPAL RESIDENCE EXEMPTION %:	0.0000

	TAXING AUTHORITY	TAX RATE	TAX AMOUNT
Assessment & Tax Information online at: www.charlevoixcounty.org Legal Description: 88SP FROM 302-011-15 COM AT N1/4 COR SEC 2 T32N R6W TH AL N LI SD SEC S 89DEG53'40"W 331.89FT TO E LI OF W1/2 OF E1/2 OF NE1/4 OF NW1/4 SD SEC TH AL SD LI S ODEG35'05"E 615.02FT TO A ST ON S LI OF N 615FT OF NW1/4 SD SEC FOR POB TH CONT AL E LI OF W1/2 OF E 1/2 OF NE1/4 OF NW1/4 SD SEC S ODEG35' 05"E 420.56FT TO IR ST TH PARA WI N LI SD SEC S 89DEG53'40"W 331.35FT TO IR ST ON W LI OF E1/2 OF NE1/4 OF NW1/4 SD SEC TH AL SD LI N ODEG36'53"W 420.56FT TO IRST ON S LI OF N 615FT OF NW1/4 SD SEC TH PARA WI N LI SD SEC COMPLETE LEGAL DESCRIPTION ON FILE BOYNE CITY TREASURER: (231)582-6597 TAX & 1% ADMIN FEE DUE DEC. 1- FEB. 17 TAX & 1% ADMIN FEE & 3% PENALTY DUE FEB. 17-28 AS OF MARCH 2, 2015 UNPAID TAXES ARE DELINQUENT; PLEASE CALL COUNTY TREASURER FOR AMOUNT DUE @ 1-800-548-9157 BOYNE CITY TREASURER OFFICE HOURS: MONDAY - FRIDAY	BC SCHOOL OPER	9.00000	3,389.67
	BC SCHOOL DEBT	1.67500	630.85
	CHAR EM ALLOC	0.20000	75.32
	SPECIAL ED 64	0.67130	252.83
	SPECIAL ED 08	1.16000	436.89
	VOCATIONAL ED	0.75000	282.47
	BOYNE LIB OP 96	0.63670	239.80
	BOYNE LIB OP 04	0.33290	125.38
	COUNTY TRANSIT	0.25000	94.15
	COUNTY RECYCLING	0.15000	56.49
	CO. SR CITIZEN	0.65000	244.81
	GRANDVUE OPER	0.75000	282.47
	COUNTY ROADS	1.00000	376.63
	COUNTY PARKS	0.15000	56.49
COUNTY VETERANS	0.10000	37.66	
FISCAL YEARS			
County:	10/01 - 9/30	TAX & SPECIAL ASSESSMENTS	6,581.91
Twn/Cty:	5/1 - 04/30	ADMINISTRATION FEE	65.81
School:	7/1 - 6/30		
State:	10/1 - 9/30	TOTAL TAX DUE BY: 02/16/15	6,647.72

TREASURER NOT RESPONSIBLE FOR
PAYMENT ON WRONG PARCEL

6

MAKE CHECK PAYABLE TO:
City of Boyne City
319 N Lake Street
Boyne City, MI 49712

CITY OF BOYNE CITY

ORDINANCE NO. _____

TAX EXEMPTION ORDINANCE

ADOPTED: _____

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

THE CITY OF BOYNE CITY ORDAINS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL DESCRIPTION *Parcel A*
SP0885 FROM 302-011-00 COM AT BOAT SPIKE AT N 1/4 COR SEC 2 T32N R6W TH AL N LI SD SEC S 89DEG 54'40"W 331.89FT TO E LI OF W1/2 OF E1/2 OF NE 1/4 OF NW1/4 SD SEC FOR POB TH AL E LI OF W1/2 OF E1/2 OF NE1/4 OF NW1/4 S0 DEG 35'05"E 615.02FT TO S LI OF N 615FT OF NW1/4 SD SEC TH PARA WI N LI SD SEC S89 DEG53'40"W 331.57FT TO W LI OF E1/2 OF NE1/4 OF NW1/4 SD SEC TH AL SD W LI N 0DEG36'53"W 415.02FT TH PARA WI N LI SD SEC N89DEG53'40"E 100FT TH PARA WI W LI OF E1/2 OF NE1/4 OF NW1/4 NODEG36'53"W 200FT TO N LI SD SEC TH AL SD N SEC LI N89DEG53'40"E 231.89FT TO POB BEING PT OF NE1/4 OF NW1/4 SEC 2-32-6 4.22A M/L

LEGAL DESCRIPTION *Parcel B*
88SP FROM 302-011-15 COM AT N¹/₄ COR SEC 2 T32N R6W TH AL N LI SD SEC S89DEG53'40"W 331.89FT TO E LI OF W¹/₂ OF E1/2 OF NE¹/₄ OF NW¹/₄ SD SECTH AL SD LI S0DEG35'05"E 615.02FT TO S LI OF N 615FT OF NW1/4 SD SEC TH CONT ALSD LI 420.56FT FOR POB TH CONT AL LAST DESC CRSE S0DEG35'05"E 390.95FT TO N1/8 LI SD SEC TH AL SD 1/8 LI S89DEG09'43"W 331.14FT TO W LI OF E1/2 OF NE1/4 OF NW FRL 1/4 SD SEC TH AL W LI OF E1/2 OF NE 1/4 OF NW FRL 1/4 SD SEC N0DEG36'53"W 395.19FT TH PARA WI N LI SD SEC N89DEG 53'40"E 331.35FT TO POB BEING PT OF NE 1/4 OF NW1/4 SEC 2-32-6

LEGAL DESCRIPTION *Parcel C*
88SP FROM 302-011-15 COM AT N1/4 COR SEC 2 T32N R6W TH AL N LI SD SEC S 89DEG53'40"W 331.89FT TO E LI OF W1/2 OF E1/2 OF NE1/4 OF NW¹/₄ SD SEC TH AL SD LI S 0DEG35'05"E 615.02FT TO A ST ON S LI OF N 615FT OF NW1/4 SD SEC FOR POB TH CONT AL E LI OF W1/2 OF E 1/2 OF NE1/4 OF NW1/4 SD SEC S 0DEG35' 05"E 420.56FT TO IR ST TH PARA WI N LI SD SEC S 89DEG53'40"W 331.35FT TO IR ST ON W LI OF E1/2 OF NE1/4 OF NW1/4 SD SEC TH AL SD LI N 0DEG36'53"W 420.56FT TO IRST ON S LI OF N 615FT OF NW1/4 SD SEC TH PARA WI N LI SD SEC & AL SD LI N 89DEG 53'40"E 331.57FT TO POB BEING PT OF NE 1/4 OF NW1/4 SEC 2 T32N R6W

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

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

↓

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

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

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

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

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

Section 6. Establishment of Annual Service Charge.

A. Resolution of the City Commission granting tax exempt status and establishing the annual service charge, as provided in this Ordinance, shall be adopted for Parkview Apartments upon adoption of this Ordinance. Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, in the case of Parkview Apartments, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, will be effectuated upon adoption of such a Resolution by the City Commission as may be amended by further Resolution of the City Commission not to exceed the full amount of *ad valorem* taxes which would be paid on the Housing Development if the Housing Development were not tax exempt.

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

Section 8. Contractual Effect of Ordinance. Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, and subject to the terms of this Ordinance including, but not limited to Section 11 herein, this Ordinance constitutes a contract between the City and the Sponsor with the Housing Development to provide an exemption from *ad valorem* property taxes and to accept the payment of an annual service charge in



lieu of such taxes, as previously described in this Ordinance. It is expressly recognized that the Authority and USDA-RD are third party beneficiaries to this Ordinance.

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

Section 10. Duration. This Ordinance shall remain in effect and shall not terminate so long as the Housing Development remains subject to the Federally Aided Mortgage Loan entered into with reliance upon the enactment of the Ordinance and so long as (a) the housing development submits the required annual notification of exemption pursuant to M.C.L. 125.1415a(1), as amended; and (b) the Mortgage Loan remains outstanding and unpaid, but in any event not more than thirty-five (35) years from the enactment of this Ordinance.

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

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

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

CITY CLERK

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

, President

, Clerk

L

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT entered into this day of _____, 2015, between Parkview Apartments Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, of 05465 Aspen Drive, Charlevoix, Michigan 49720 (hereinafter referred to as the "OWNER") and the City of Boyne City, a municipal corporation, of 319 N. Lake Street, Boyne City, Michigan 49712 (hereinafter referred to as the "CITY").

RECITALS

A. The OWNER intends to rehabilitate, improve and complete infrastructure improvements for a supportive housing project for low to moderate income families, to be known as Parkview Apartments, financed in part by the United States Department of Agriculture ("USDA") Rural Development Program, on land legally described on Exhibit "A" (hereinafter referred to as the "PROJECT").

B. The OWNER desires to guarantee that certain municipal services will be provided to the PROJECT during the term that the Payment in Lieu of Taxes (hereinafter referred to as the "PILOT") Ordinance for this PROJECT is in place, such municipal services to include:

1. Emergency services administered by the CITY, including EMS service
2. Removal of snow from adjacent publicly-owned sidewalks and streets;
3. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the PROJECT;
4. (insert description of recent City construction)
5. Said municipal services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Charlevoix and CITY or other applicable jurisdictions or bodies.

(All of the above collectively referred to as "Municipal Services").

AGREEMENT

The parties agree as follows:

1. The CITY will provide Municipal Services.

2. The OWNER shall pay the CITY for the Municipal Services. The amount paid by OWNER for the Municipal Services shall be Twenty-One Thousand (\$21,000.00) Dollars for the first year and the same amount annually thereafter plus two (2)% annual increases computed each year on the anniversary date of this Agreement for the entire term of this Agreement.

3. The duration of this Agreement and payment for Municipal Services shall commence with the first payment under the PILOT Ordinance and will end with the termination of the PILOT Ordinance (the "Term").

4. During the Term of this Agreement, provided OWNER is not in default in payment to the CITY for the Municipal Services provided herein, CITY agrees not to increase the amount of the Annual Service Charge under the PILOT Ordinance. On the other hand, in the event OWNER defaults in payment to the CITY, the CITY by resolution may increase the amount of the Annual Service Charge not to exceed the full amount of *ad valorem* taxes which would be paid on the PROJECT if the PROJCT were not tax exempt.

5. This Agreement, and the duty of OWNER to pay for the Municipal Services shall be binding upon OWNER and its successors and assigns and shall run with the land described herein as the PROJECT.

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

WITNESSES:

PARKVIEW APARTMENTS LIMITED
DIVIDEND HOUSING ASSOCIATION
LIMITED PARTNERSHIP

By:
Its:

CITY OF BOYNE CITY

By:
Its:

EXHIBIT A

LEGAL DESCRIPTION

Parcel A

SP0885 FROM 302-011-00 COM AT BOAT SPIKE AT N 1/4 COR SEC 2 T32N R6W TH AL N LI SD SEC S 89DEG 54'40"W 331.89FT TO E LI OF W1/2 OF E1/2 OF NE 1/4 OF NW1/4 SD SEC FOR POB TH AL E LI OF W1/2 OF E1/2 OF NE1/4 OF NW1/4 SO DEG 35'05"E 615.02FT TO S LI OF N 615FT OF NW1/4 SD SEC TH PARA WI N LI SD SEC S89 DEG53'40"W 331.57FT TO W LI OF E1/2 OF NE1/4 OF NW1/4 SD SEC TH AL SD W LI N ODEG36'53"W 415.02FT TH PARA WI N LI SD SEC N89DEG53'40"E 100FT TH PARA WI W LI OF E1/2 OF NE1/4 OF NW1/4 NODEG36'53"W 200FT TO N LI SD SEC TH AL SD N SEC LI N89DEG53'40"E 231.89FT TO POB BEING PT OF NE1/4 OF NW1/4 SEC 2-32-6 4.22A M/L

LEGAL DESCRIPTION

Parcel B

88SP FROM 302-011-15 COM AT N1/4 COR SEC 2 T32N R6W TH AL N LI SD SEC S89DEG53'40"W 331.89FT TO E LI OF W1/2 OF E1/2 OF NE1/4 OF NW1/4 SD SECTH AL SD LI SODEG35'05"E 615.02FT TO S LI OF N 615FT OF NW1/4 SD SEC TH CONT ALSD LI 420.56FT FOR POB TH CONT AL LAST DESC CRSE SODEG35'05"E 390.95FT TO N1/8 LI SD SEC TH AL SD 1/8 LI S89DEGO9'43"W 331.14FT TO W LI OF E1/2 OF NE1/4 OF NW FRL 1/4 SD SEC TH AL W LI OF E1/2 OF NE 1/4 OF NW FRL 1/4 SD SEC NODEG36'53"W 395.19FT TH PARA WI N LI SD SEC N89DEG 53'40"E 331.35FT TO POB BEING PT OF NE 1/4 OF NW1/4 SEC 2-32-6

LEGAL DESCRIPTION

Parcel C

88SP FROM 302-011-15 COM AT N1/4 COR SEC 2 T32N R6W TH AL N LI SD SEC S 89DEG53'40"W 331.89FT TO E LI OF W1/2 OF E1/2 OF NE1/4 OF NW1/4 SD SEC TH AL SD LI S ODEG35'05"E 615.02FT TO A ST ON S LI OF N 615FT OF NW1/4 SD SEC FOR POB TH CONT AL E LI OF W1/2 OF E 1/2 OF NE1/4 OF NW1/4 SD SEC S ODEG35' 05"E 420.56FT TO IR ST TH PARA WI N LI SD SEC S 89DEG53'40"W 331.35FT TO IR ST ON W LI OF E1/2 OF NE1/4 OF NW1/4 SD SEC TH AL SD LI N ODEG36'53"W 420.56FT TO IRST ON S LI OF N 615FT OF NW1/4 SD SEC TH PARA WI N LI SD SEC & AL SD LI N 89DEG 53'40"E 331.57FT TO POB BEING PT OF NE 1/4 OF NW1/4 SEC 2 T32N R6W

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P



R. EDWARD KUHN
 TERRY C. ROGERS
(LLM, Taxation)
 A. BROOKS DARLING
 EDGAR ROY III
 JOSEPH E. QUANDT
 GREGORY J. DONAHUE
 GREGORY L. JENKINS

412 SOUTH UNION STREET
 TRAVERSE CITY, MICHIGAN 49684
 TELEPHONE: 231-947-7900
 FAX: 231-941-5154

LANSING OFFICE:
 2937 ATRIUM DRIVE, SUITE 200
 OKEMOS, MICHIGAN 48864
 TELEPHONE: 517-347-7720

TROY W. STEWART
 GINA A. BOZZER
 MATTHEW L. BOYD
 CHRISTOPHER G. ROGERS
(also admitted in Illinois)
 MARC S. McKELLAR II

OF COUNSEL:
 LEWIS G. GATCH

September 28, 2015

Cindy Grice
 City Clerk/Treasurer
 City of Boyne City
 319 N. Lake Street
 Boyne City, MI 49712

Re: Parkview Apartments PILOT

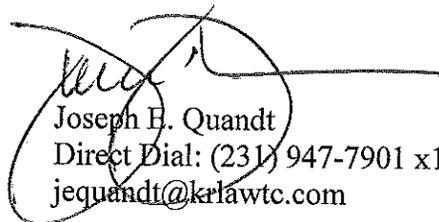
Dear Ms. Grice:

Enclosed please find a copy of a letter to the city attorney, Jim Murray, with respect to the above referenced matter. It is my understanding that my client will be on the agenda for the next City Commission meeting which is scheduled for Tuesday, October 13, 2015. I would like a copy of the enclosed package of information, including the matrix and letter to Mr. Murray, to be provided with the City Commission's information package. If you would please make a copy of the enclosed information for each city commissioner, I would greatly appreciate that effort.

I look forward to presenting the enclosed information to the City Commission on October 13th. Should you have further questions or comments for me, please let me know.

Sincerely,

KUHN ROGERS PLC



Joseph E. Quandt
 Direct Dial: (231) 947-7901 x115
 jequandt@krlawtc.com

JEQ:shp
 enclosures
 cc: Bob Brooks



R. EDWARD KUHN
TERRY C. ROGERS
(LLM, Taxation)
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MARC S. McKELLAR II

OF COUNSEL:
LEWIS G. GATCH

September 28, 2015

VIA EMAIL – jmurray@plunkettcooney.com
AND UPS OVERNIGHT DELIVERY

James J. Murray
Plunkett Cooney
303 Howard Street
Petoskey, MI 49770-2413

COPY

Re: Parkview Apartments PILOT

Dear Jim:

Enclosed please find a copy of the matrix which my client's professionals have prepared to graphically display how the application of funds paid under the PILOT and Municipal Services Agreement (MSA) will benefit the City of Boyne City. To explain the enclosed matrix, the box in the upper left portion of the matrix shows the relative millage amounts and allocation to those agencies and authorities which receive those millage distributions. This census information was taken directly from published data from the city and county.

From the left side of the main part of the matrix, you will see how ad valorem taxes are typically distributed and the relative amounts corresponding to those distributions. You will then note, from about the middle of the matrix moving right, how much is proposed to be paid under the PILOT, how much is to be paid under the MSA, and the differences between how much the city receives in revenues from ad valorem taxes currently, as compared to those amounts the city will receive under my client's proposed PILOT ordinance and MSA. As you can readily see in the matrix, the city will achieve a greater rate of revenue under the proposed ordinance and MSA than it currently receives under ad valorem allocations and distribution. In fact, over the proposed course of the PILOT, the city actually earns over \$200,000.00 more under the PILOT/MSA than it would receive from ad valorem tax allocations, even considering projected tax revenue growth through foreseeable property value increases. This additional \$200,000.00 is the money that would repay the city for any additional expense that it would incur as part of the resolution of the impounded storm water problem adjacent to Parkview Apartments.

To recap where we are, our evidence, consisting of soil and groundwater evaluations, as well as hydrogeologic and hydrologic conditions at the site, clearly demonstrate that the damages to Parkview Apartments, including damages to their road, parking areas, and other infrastructure,

September 28, 2015

Page 2

were caused as a result of hydrostatic pressure from increased groundwater elevations. This is the same problem that was experienced by many other people in the vicinity of the Division Street groundwater impoundment problem. An increase in the water table by nine (9') feet simply does not happen by any natural occurrence and appears to clearly be connected to the city's removal of the culvert under Division Street when Division Street was reconstructed. We also now know through the statements of Mr. Bush and others, that there is clear evidence that the city did, in fact, remove that culvert which created the groundwater impoundment problem.

While we certainly believe that a strong legal case can be made for the liability of the city for undertaking this activity which caused the damage, we would prefer to have a cooperative and resolution-minded approach to work with the city in solving the problem. Now that the fix of the groundwater impoundment is being executed, it is anticipated that this should adequately lower groundwater elevations to prevent future damage. Nonetheless, my client's documented damages certainly well exceed \$100,000.00. My client is willing to provide a release to the city related to these damages if we can agree on the approval of the PILOT and MSA which would provide the funding mechanism necessary to repair the damages on my client's property. In addition to providing a funding mechanism for repairing the damage, the PILOT will continue to provide a revenue source for rehabilitating other parts of Parkview which achieves the recognized objective of providing affordable housing alternatives to the Boyne City community and its employers. The PILOT provides the additional benefit of providing a financial resource to allow the city to recover its expenses in paying for the storm water/groundwater impoundment remedy.

Accordingly, my client's proposal achieves the following objectives:

1. Provides the city with a greater allocation of financial resources than the city would receive under ad valorem tax allocation.
2. Provides the city a funding resource to pay for the construction of the storm water/groundwater impoundment fix which is currently underway.
3. Provides the city and surrounding community with a funding resource that continues to make available affordable housing in Boyne City, which is not only an important objective of the community but also its employers who rely upon workforce housing for their employees.
4. It avoids what would otherwise almost certainly be expensive and protracted litigation which would be a distraction and financial burden for the city.
5. Provides a resource to pay for the infrastructure cost to repair those items of property damaged by the storm water/groundwater impounded area.

I know you and City Manager, Michael Cain, have wondered what happens with the money saved under the PILOT and, as we have explained several times, any money difference between that amount paid under the PILOT/MSA from normal ad valorem tax burden must be paid into a

KUHN ROGERS PLC

September 28, 2015

Page 3

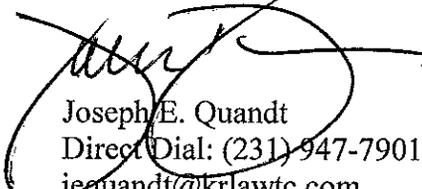
revenue fund which is supervised and audited by the United States Department of Agriculture Rural Development Agency and the only purpose for those funds is to continue to fund rehabilitation and capital improvements at Parkview as permitted under their program, so that the objective of affordable housing can continue to be advanced.

I am enclosing, once again, a copy of the Critical Needs Assessment Plan already approved by the USDA Rural Development Agency which details the improvements which are expected to be funded, in whole or in part, by any ad valorem tax savings. Since my client strongly believes that there is a right of the public to have direct access to all of this information, I am providing a copy of this entire package, along with my client's third request to be added to the city commission's agenda to the city clerk, so that these issues can all be addressed in a public forum. I am hopeful that this letter will help outline the process, the lawful objectives, and the actual mechanics of my client's proposed ordinance and MSA.

To the extent that you would like to meet ahead of time to discuss any questions you have with respect to this proposal, we are happy to do so, and we look forward to hearing from you regarding any opportunity to meet and provide any clarification or detail which you think would be appropriate. I look forward to hearing from you regarding any response, clarification, or any other information which you need.

Sincerely,

KUHN ROGERS PLC



Joseph E. Quandt
Direct Dial: (231) 947-7901 x115
jequandt@krlawtc.com

JEQ:shp

enclosures

cc: Bob Brooks

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

Total	Jurisdiction	Class	Millage	%		Jurisdictions		Schools	Dist. Library	Char-Em ISD	County	City	TOTAL TAXES	SHELTERED RENT	ANNUAL PILOT 3% of SHELTERED RENTS (est.)	City Share of 3% PILOT	ANNUAL SIDE AGMT FUNDS	TOTAL CITY REVENUE ANNUAL	CITY's ANNUAL REVENUE INCREASE	PERCENT INCREASE TO CITY VIA PILOT
						YEAR	Millages	27.3500	0.9696	2.7813	7.7500	18.2000	57.0509	0%						
27.3500	Schools	SET	6.0000	21.94%	REHAB DURATION ->	1	2016	\$27,350	\$970	\$2,781	\$7,750	\$18,200	\$57,051	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$7,585	42%
	Local Ops		18.0000	65.81%		2	2017	\$27,350	\$970	\$2,781	\$7,750	\$18,200	\$57,051	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$7,585	42%
	Local Debt		3.3500	12.25%		3	2018	\$27,350	\$970	\$2,781	\$7,750	\$18,200	\$57,051	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$7,585	42%
0.9696	Dist. Library	Ops 1	0.6367	65.67%		4	2019	\$27,350	\$970	\$2,781	\$7,750	\$18,200	\$57,051	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$7,585	42%
		Ops 2	0.3329	34.33%		5	2020	\$27,350	\$970	\$2,781	\$7,750	\$18,200	\$57,051	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$7,585	42%
2.7813	Char-Em ISD	Ops1	0.2000	7.19%		6	2021	\$27,569	\$977	\$2,804	\$7,812	\$18,346	\$57,507	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$7,440	41%
		SpEd 1	0.6713	24.14%		7	2022	\$27,789	\$985	\$2,826	\$7,874	\$18,492	\$57,967	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$7,293	39%
		SpEd 2	1.1600	41.71%		8	2023	\$27,812	\$993	\$2,849	\$7,937	\$18,640	\$58,431	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$7,145	38%
		VocTech	0.7500	26.97%		9	2024	\$28,236	\$1,001	\$2,871	\$8,001	\$18,789	\$58,899	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$6,996	37%
7.7500	County	Ops 1	4.7000	60.65%		10	2025	\$28,462	\$1,009	\$2,894	\$8,065	\$18,940	\$59,370	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$6,845	36%
		Transit	0.2500	3.23%		11	2026	\$28,689	\$1,017	\$2,918	\$8,130	\$19,091	\$59,845	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$6,694	35%
		Grandvu	0.7500	9.68%		12	2027	\$28,919	\$1,025	\$2,941	\$8,195	\$19,244	\$60,323	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$6,541	34%
		Vets	0.1000	1.29%		13	2028	\$29,150	\$1,033	\$2,964	\$8,260	\$19,398	\$60,806	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$6,387	33%
		Parks	0.1500	1.94%		14	2029	\$29,383	\$1,042	\$2,988	\$8,326	\$19,553	\$61,292	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$6,232	32%
		Seniors	0.6500	8.39%		15	2030	\$29,618	\$1,050	\$3,012	\$8,393	\$19,710	\$61,783	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$6,076	31%
		Recycling	0.1500	1.94%		16	2031	\$29,855	\$1,058	\$3,036	\$8,460	\$19,867	\$62,277	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$5,918	30%
		Roads	1.0000	12.90%		17	2032	\$30,094	\$1,067	\$3,060	\$8,528	\$20,026	\$62,775	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$5,759	29%
18.2000	City	Ops 1	15.5100	85.22%		18	2033	\$30,335	\$1,075	\$3,085	\$8,596	\$20,186	\$63,278	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$5,599	28%
		Fac'y Debt	2.6900	14.78%		19	2034	\$30,578	\$1,084	\$3,110	\$8,665	\$20,348	\$63,784	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$5,437	27%
57.0509	TOTALS		57.0509			20	2035	\$30,822	\$1,093	\$3,134	\$8,734	\$20,511	\$64,294	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$5,275	26%
					21	2036	\$31,069	\$1,101	\$3,159	\$8,804	\$20,675	\$64,808	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$5,110	25%	
					22	2037	\$31,317	\$1,110	\$3,185	\$8,874	\$20,840	\$65,327	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$4,945	24%	
					23	2038	\$31,568	\$1,119	\$3,210	\$8,945	\$21,007	\$65,849	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$4,778	23%	
					24	2039	\$31,821	\$1,128	\$3,236	\$9,017	\$21,175	\$66,376	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$4,610	22%	
					25	2040	\$32,075	\$1,137	\$3,262	\$9,089	\$21,344	\$66,907	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$4,441	21%	
					26	2041	\$32,332	\$1,146	\$3,288	\$9,162	\$21,515	\$67,443	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$4,270	20%	
					27	2042	\$32,590	\$1,155	\$3,314	\$9,235	\$21,687	\$67,982	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$4,098	19%	
					28	2043	\$32,851	\$1,165	\$3,341	\$9,309	\$21,861	\$68,526	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$3,925	18%	
					29	2044	\$33,114	\$1,174	\$3,367	\$9,383	\$22,036	\$69,074	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$3,750	17%	
					30	2045	\$33,379	\$1,183	\$3,394	\$9,458	\$22,212	\$69,627	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$3,573	16%	
					31	2046	\$33,646	\$1,193	\$3,422	\$9,534	\$22,390	\$70,184	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$3,396	15%	
					32	2047	\$33,915	\$1,202	\$3,449	\$9,610	\$22,569	\$70,745	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$3,217	14%	
					33	2048	\$34,186	\$1,212	\$3,477	\$9,687	\$22,749	\$71,311	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$3,036	13%	
					34	2049	\$34,460	\$1,222	\$3,504	\$9,765	\$22,931	\$71,882	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$2,854	12%	
					35	2050	\$34,735	\$1,231	\$3,532	\$9,843	\$23,115	\$72,457	\$0	\$15,000	\$4,785	\$21,000	\$25,785	\$2,671	12%	
					TOTALS						\$710,246	\$2,226,383	\$0	\$525,000	\$167,482	\$735,000	\$902,482			

NOTES:
COL A = ROW 5 x ROW 7
COL B = COL A x 18.2 mils ÷ 57.0509 mils
COL D = COL B + COL C
COL E = COL D - Annual City Tax Proceeds @ 18.2 mils
COL F = COL E ÷ annual City Tax Proceeds @ 18.2 mils

Any amounts other than those amounts paid to taxing authorities under the PILOT and MSA which would typically be paid in ad valorem taxes are to be utilized for infrastructure rehabilitation and capital improvements as approved and audited by USDA Rural Development authority

NET INCREASE TO CITY = 902,482 - 710,246 = \$192,236
INCREASE IN REVENUE TO BOYNE CITY = 27%



United States Department of Agriculture
Rural Development
Michigan State Office

LETTER OF TRANSMITTAL



To: Le Day Inc. Date: 3-26-2012
P.O. Box 327
Boyne City RB: Boyne Park Apts
MI 49712
 Attn: Mr. Robert D. Brooks

Note: if enclosures are not as noted, please inform this agency immediately.

WE ARE SENDING YOU

Herewith Under separate cover via _____ the following:

Copies	Date	No.	Description
1			Approved CNA proposal

THESE ARE TRANSMITTED FOR THE PURPOSE(S) CHECKED BELOW:
 Approved as Submitted Resubmit _____ copies for Approval
 Approved as Noted Submit _____ copies for Distribution
 As Requested _____

Remarks:

James A. Ryan
 James A. Ryan
 State Architect
 USDA Rural Development
 (517) 324-5195

cc:

3001 Coolidge Rd. • Suite 200 • East Lansing, MI 48823
 COMM (517) 324-5190 • FAX (517) 324-5225 • TDD (800) 649-3777

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 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

Capital Needs Assessment
Project Summary



Project: Parkview Apartments

Date: 6/6/2012

Provider

Name: Zeffert & Associates
Addr1: 2321 Weldon Parkway
Addr2:
City: St. Louis
State: Mo Zip Code: 63146
Phone: 800-820-4079
Email:

Owner

Name: Boyne Park View Ltd. Partnership
Addr1: PO Box 327
Addr2:
City: Boyne City
State: MI Zip Code: 49712
Phone: 213-582-7071
Email: bbrooks@ledavinc.com

Site Information / Unit Mix

Type: Family
Year Built: 1986, 88, & 90
Last Renovated:
1 Bedroom Apts: 48
2 Bedroom Apts: 48
3 Bedroom Apts:
4 Bedroom Apts:
Handicap Acc. Apts: 5
Total Dwelling Units: 96

Project

Name: Parkview Apartments
Addr1: 326 East Division Street
Addr2:
City: Boyne City
State: MI Zip Code: 49712
County: Charlevoix
Phone: 231-582-7071
Email:

Inspection Report

Date: 4/10/2012
Inspector: David Sheurman

Capital Needs Assessment



Project: Parkview Apartments

Date: 6/6/12

Capital Needs Summary

The subject property, Parkview Apartments, is an existing affordable multifamily development located at 326 East Division Street, Boyne City, MI. The project currently consists of 96 apartment units originally constructed in three phases: 1986, 1988, & 1990. Each phase consists of 32 units. The subject property is a "family" project. (Not limited to elderly.) The property consists of six, two story, wood framed buildings, built on a slab plus the office building which is a single story built on a slab. The subject property is currently in fair condition.

The purpose of this report is twofold: (1) to evaluate the condition of the subject property as of the effective date of the report and (2) to estimate the capital requirements necessary to operate the subject property for the next 20 years. The function of this assessment is to evaluate the capital needs of the subject property for the next 20 years. This report should not be used for any other purposes.

The scope of this assignment consists of a capital needs assessment of the subject property as of the date of our inspection (hereinafter referred to as the effective date of this report). The scope includes (1) a review of the status of major building systems, (2) a photographic record of the property, and (3) an estimate of required replacements to the subject property for the next 20 years.

The intended users of this report are Boyne Park View Limited Partnership, Le Day Incorporated, and RD. No other person or entity may use this report for any reason whatsoever without the express written permission of Zeffert & Associates. The effective date of this report (our date of inspection) is April 10, 2012. This assessment included an inspection of a sufficient number of dwelling units to give an adequate picture of the overall condition of the subject property. A total of 48 units, or 50% of the project units, were inspected.

This assessment was conducted by individuals trained and experienced in building construction. The inspection included a review of pertinent documentation (repair/replacement records, as-built drawings, etc.) and interviews with the property owner, management staff and tenants. This assessment included a review of buildings, foundations, roofs, exterior/interior walls, mechanical systems, doors and windows, interior elements, landscaping, paved areas and utilities. Finally, this inspection included the preparation and submittal of a written report in a format consistent with USDA-RD requirements.

This report includes a description of the overall condition of the building components and systems and conditions and an estimate of the Expected Useful Life (EUL) and the Remaining Useful Life (RUL) of the subject property and its components. This report includes a discussion regarding significant deficiencies, deferred maintenance items, and material code violations at the subject property. The conclusions within this report are based upon a visual survey of the buildings and grounds, research of readily available documents, and conversations with people who have knowledge of the property.

Capital Needs Assessment



Project: Parkview Apartments

Date: 6/6/12

Health and Safety

Some of the exterior concrete steps at the entrances to Phases II & III need to be repaired immediately, as they either have settled or are taller steps than the others, which poses a trip hazard

Posts on the railing of the interior staircases are 5" apart- children can easily get their heads caught in them. Install drywall up to level of handrail immediately to mitigate this problem.

6 smoke detectors were missing (presumably removed by tenants) and should be replaced immediately as a health & safety item.

Site

Parking Pavement:

All asphalt parking pavement is due for a seal coat in Year 1, and every five years thereafter.

The 22,314 square feet of asphalt parking pavement at Phase I is past the EUL, but overall is in fair condition. If minor cracks and penetrations are repaired before the seal coat in Year 1, full resurfacing will not be necessary until Year 5.

The 22,565 square feet of asphalt parking pavement at Phase II is nearing the end of the EUL, but overall is in fair condition. If minor cracks and penetrations are repaired before the seal coat in Year 1, full resurfacing will not be necessary until Year 7.

The 22,314 square feet of asphalt parking pavement at Phase III is overall in good condition. If minor cracks and penetrations are repaired before the seal coat in Year 1, full resurfacing will not be necessary until Year 10.

Pedestrian Paving:

Concrete sidewalks: 360 square feet at Phase I, 762 square feet at Phase II, and 108 square feet at Phase III shows spalling, cracking, or is otherwise in poor condition and should be replaced in Year 1. With proper annual maintenance and repair, complete replacement of the remaining concrete pedestrian pavement is not foreseeable- funds have been budgeted to replace a further 25% of the walkways at the end of the EUL in Year 4 (Phase I), Year 6 (Phase II), and Year 8 (Phase III), although the repairs may not actually be needed until later. An additional 165 square feet of sidewalk leading to the playground at Phase III is in excellent condition and should not be a capital need in the next 20 years. Funds are also included in Year 1 to construct an additional 1,533 square feet of sidewalks from the parking lots to the ground floor unit patios to eliminate paths worn into the grass by foot traffic, and an additional walk to a 5'x5' level landing to be built at each barbecue grill for accessibility purposes.

Asphalt sidewalks: 4,224 square feet of asphalt sidewalks are in good condition and due to light usage should provide an extended EUL- replace in Year 6.

Capital Needs Assessment



Project: Parkview Apartments

Date: 6/6/12

Recreational Equipment:

Each phase has a treated lumber playset, all three are past the EUL and in poor condition, and should be replaced in Year 1.

There is a barbecue grill installed at Phase III which is in poor condition- the barbecue grills at the other two phases were stolen. All three phases should have a new barbecue grill securely installed in concrete with a 5'x5' level landing and accessible sidewalk leading to them in Year 1.

Landscaping:

Landscaping is in generally fair condition, however several shrubs have died and need replaced. Funds for new plantings to improve the overall appearance of the property have been included in Year 1.

Site Lighting:

There are 25 pole lights with lantern head fixtures, which are past the EUL, and are in fair condition and should be replaced in Years 1 through 3.

Fences:

Wood fence railings on either side of building entrances are in poor condition and should be replaced in Year 1.

Dumpster Enclosure:

All three wooden dumpster enclosures are in fair condition and should be replaced in Year 2, with secondary replacement in Year 12.

Architectural

Interior Common Areas:

The property features hallways, storage areas, one restroom, six laundry rooms, and an office.

There is a total of 1,465 square feet of resilient tile flooring installed in the common areas. 1,180 square feet of resilient tiles are in fair condition, and should be replaced in Year 5, with secondary replacement in Year 20. The remaining 285 square feet of resilient tiles are in good condition and should be replaced in Year 10.

There is 10,041 square feet of carpeting in the office and hallways. 6,480 square feet of carpeting is in fair condition and should be replaced in Year 3, with secondary replacement in Years 10 and 17. 321 square feet of carpeting is in fair condition and should be replaced in Year 4, with secondary replacement in Years 11 and 18. 3,240 square feet of carpeting is in good condition and should be replaced in Year 6, with secondary replacement in Years 13 and 20.

Public Restroom Fixtures:

The sink and toilet in the public restroom are in good condition and should be replaced in Year 5, with secondary replacement in Year 20.

Capital Needs Assessment



Project: Parkview Apartments

Date: 6/6/12

Appurtenant Structures (Garages/Sheds):

There are three maintenance sheds with two additional lean-tos (for tenant bicycle storage) that are all in good condition and should not be a capital need in the next 20 years.

Laundry Equipment:

The laundry equipment is leased by the property and maintained and replaced, as needed by the vendor. Accessible equipment is in place, although they are at the very lowest end of the required reach limits- raising the machines slightly on pedestals would make them a little easier for disabled tenants to use, but current setup is within requirements.

Exterior Doors:

The 4 exterior doors of Phase I are in poor condition, past the EUL, and should be replaced in Year 1.
The 4 exterior doors of Phase II are in fair condition, and should be replaced at the end of the EUL in Year 1.
The 4 exterior doors of Phase III are in fair condition, and should be replaced at the end of the EUL in Year 3.
The exterior door of the office building is in good condition and should be replaced in Year 15.

Patio Doors:

All 96 sliding glass patio doors across all three phases are in poor condition and should be replaced in Years 1 through 5, with secondary replacement in Years 16 through 20.

Interior Doors:

All 48 common area interior doors are in good condition and should not be a capital need in the next 20 years.

Service Doors:

Doors to the mechanical rooms and maintenance garages are in fair to good condition and will easily provide an extended EUL- replace in Year 5 (Phase I), Year 6 (Phase II), and Year 8 (Phase III).

Mail Station:

All three mail stations are in poor condition and should be replaced in Year 1. Mailbox shelters are in good condition and should be replaced in Year 14 (Phase I), Year 16 (Phase II), and Year 18 (Phase III).

Foundation:

No foundation problems were noted during the inspection, should not be a capital need in the next 20 years.

Slabs:

All slabs for patios, dumpster, maintenance sheds, and playground observation pads are in good condition, and with proper maintenance should not be a capital need in the next 20 years.

Capital Needs Assessment



Project: Parkview Apartments

Date: 6/6/12

Exterior Stairs:

Concrete steps are in overall good condition and should not be a capital need in the next 20 years. However, a few steps at Phases II & III need to be repaired immediately as a health & safety item; as they either have settled or are taller steps than the others, which poses a trip hazard.

Interior Stairs:

Interior staircases are structurally in good condition and should not be a capital need in the next 20 years. However, the posts on the railings are 5" apart and a child could easily get their head trapped between them- drywall should be installed on the open side of the staircases up to the level of the handrail to mitigate this problem, immediately, as a health and safety item.

Roofing:

The asphalt shingle roofing of Phases I and II is past the EUL, is in poor condition, and should be replaced in Year 1. The asphalt shingle roofing of Phase III is in good condition and should be replaced in Year 12.

Guttering:

The gutters of Phases I and II are in poor condition, and should be replaced in Year 1. The gutters of Phase III are in fair condition and should be replaced in Year 3.

Soffits:

Soffits for all three phases are in poor to fair condition and should be replaced with the siding in Year 1.

Insulation:

Walls have fiberglass batt insulation at a value of R-13 in good condition that should not be a capital need in the next 20 years. Attic has cellulose insulation in good condition with approximate values of R-37 (Phase I), R-29.6 (Phase II) and R-22.2 (Phase III). Due to the cold climate, we recommend installing additional blown-in cellulose insulation to an R-Value of at least R-49.

Building Exterior:

Buildings feature vinyl siding and cementitious fiber panel exteriors. Vinyl siding of Phases I and II is in poor condition, Phase III siding is in fair condition- siding of all three phases is more brittle than would normally be expected, most likely due to the cold winter climate, and will not meet the full EUL. For greater durability and less maintenance, we recommend replacing all vinyl siding with HardiPlank or equivalent fiber-cement siding (which is greener to manufacture and more durable than vinyl siding for little extra cost) in Year 1. The cementitious fiber panels installed between the windows are in good condition with regular maintenance (including painting) should not be a capital need in the next 20 years.

Building Mounted Exterior Lights:

There are 137 building mounted exterior "porch" lights which although mostly in fair condition, are well past the EUL and have a variety of different styles of globes. Replace in Year 1 for a uniform appearance, with secondary replacement in Year 11.

Capital Needs Assessment



Project: Parkview Apartments

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Common Area HVAC:

Office is heated and cooled by a gas furnace with split DX air conditioning. System is in good condition and should be replaced in Year 10.

Windows:

Each one bedroom unit has one 3'x3' window and one 4'x4' window, and each two bedroom unit has two 4'x4' windows. There is one 3'x3' window, one 4'x2' window, and two 4'x4' windows in the office, and a total of twelve stationary 4'x6' windows in the hallways of the buildings. All 64 unit windows in Phase I are in fair condition and should be replaced at the end of the EUL in Year 4. All 64 unit windows in Phase II are in fair condition and should be replaced at the end of the EUL in Year 6. All 64 unit windows in Phase III are in fair condition and should be replaced at the end of the EUL in Year 8. The windows in the office and hallways are in good condition and should not be a capital need in the next 20 years. Window screens are past the EUL but still in fair condition, recommend replacing when replacing the windows.

Mechanical and Electric

Boilers:

There are twelve natural gas-fired boilers that supply hot water to the hydronic baseboard heaters, and are also the heat source for the indirect fired water heaters. Three boilers are in poor condition and should be replaced in Year 1. Three boilers are in fair condition and should be replaced in Year 3. One boiler is in fair condition and should be replaced in Year 4. One boiler is in good condition and should be replaced in Year 19. Four boilers are in good to excellent condition and should not be a capital need in the next 20 years.

Domestic Hot Water Heaters:

There are twelve 40 gallon indirect fired water heaters that supply water to the entire property. Two are past the EUL and in poor condition and should be replaced in Year 1. The remaining ten water heaters are in good condition and should be replaced in Years 5 and 6.

Fire Suppression:

Fire suppression systems are in good condition and should not be a capital need in the next 20 years.

Dwelling Units

Bath Fixtures:

72 units have sinks, tubs, toilets, and fixtures that appear to be original and are in poor condition, and should be replaced in Years 1 through 3. 16 units have sinks, tubs, toilets, and fixtures that are in fair condition and should be replaced in Years 4 through 7. 8 units have original sinks and tubs in poor condition (replace in Years 1 through 3), and newer toilets in good to excellent condition (replace in Years 13 through 16).

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Capital Needs Assessment



Project: Parkview Apartments

Date: 6/6/12

Carpeting:

There are 433 square feet of carpeting in the one bedroom units in Phase I and 420 square feet in Phase II and III one bedroom units, and 559 square feet of carpeting in the two bedroom units in Phase I and 569 square feet in Phase II and III two bedroom units. The carpeting in all units is in poor to good condition and should be replaced in Years 1 through 5. Secondary replacements will be required in Years 8 through 11 and again in Years 15 through 19.

Tile:

There are 128 square feet of resilient tile flooring in the one bedroom units in Phase I and 131 square feet in Phase II and III one bedroom units, and 123 square feet of tile in the two bedroom units in Phase I and 126 square feet in Phase II and III two bedroom units. The tile flooring in 54 units is in poor to fair condition, and will need to be replaced in Years 1 through 5, with secondary replacement in Years 16 through 20. The tile flooring in 28 units is in fair to good condition, and will need to be replaced in Years 6 through 10. The tile flooring in 14 units is in good to excellent condition, and should be replaced in Years 11 through 15.

Hallway Doors:

All 96 unit entrance doors are in fair condition, and should be replaced in Years 4 through 8.

Interior Doors:

4 interior doors are in poor condition and should be replaced in Year 1. 228 doors are in fair condition and should be replaced in Years 4 through 8. 6 doors are in good condition and should be replaced in Year 14. 26 doors are in very good condition and should not be a capital need in the next 20 years.

Closet Doors:

278 closet doors (sliding and/or bi-fold) appear to be original, are in poor condition, and should be replaced in Years 1 through 5- this count includes numerous doors that have been removed, which need to be replaced unless they were removed due to special needs of the tenant, in which case they should be replaced when the current tenant moves out. 34 closet doors have been replaced and are in fair to good condition and should be replaced again in Years 6 through 9.

Unit Exhaust Fans:

40 bathroom exhaust fans are in poor condition, and should be replaced in Years 1 through 3. 28 exhaust fans are in fair condition and should be replaced in Years 4 through 6. 20 exhaust fans are in good condition and should be replaced in Years 7 through 9. 8 exhaust fans are in good condition and should be replaced in Years 10 through 12. Secondary replacements will be required according to schedule.

Vanities:

86 bathroom vanities are in poor condition, and should be replaced in Years 1 through 3. 4 bathroom vanities are in good condition- two should be replaced in Year 12, the other two in Year 16. The 6 handicapped accessible units do not have vanities installed, per accessibility guidelines.

Capital Needs Assessment



Project: Parkview Apartments

Date: 6/6/12

Counter Tops and Sinks:

There are 9 linear feet of countertops installed in each unit. All units have countertops and sinks in poor condition which should be replaced in Years 1 through 5.

Cabinets:

There is 9' of base cabinets and 14' of wall cabinets installed in each unit. All cabinets are in poor condition past the EUL and should be replaced in Years 1 through 5. Ensure that cabinets in handicapped accessible units are replaced with fully accessible cabinets.

Disposals:

Disposals are of various ages and conditions. Since disposals have a short EUL of only 5 years, we recommend a five year replacement cycle, replacing 20% each year.

Smoke/Fire Detectors:

6 smoke detectors were missing (presumably removed by tenants) and should be replaced immediately as a health & safety item. 12 smoke detectors are in poor condition and should be replaced in Years 1 through 3. 32 smoke detectors are in fair condition and should be replaced in Years 4 through 6. 46 smoke detectors are in good condition and should be replaced in Years 7 through 9. Secondary replacements will be required according to schedule.

Ranges:

66 of the ranges are in poor condition and should be replaced in Years 1 through 3, with secondary replacement in Years 16 through 18.
12 of the ranges are in fair condition and will need to be replaced in Years 4 through 6, with secondary replacement beginning in Year 19.
12 of the ranges are in good condition and will need to be replaced in Years 7 through 9.
6 of the ranges are in good to excellent condition and will need to be replaced in Years 11 through 13.

Range Hoods:

72 of the range hoods are in poor condition and should be replaced in Years 1 through 3, with secondary replacement in Years 16 through 18.
10 of the range hoods are in fair condition and should be replaced in Years 4 through 6, with secondary replacement beginning in Year 19.
8 range hoods are in good condition and should be replaced in Years 7 through 9.
6 range hoods are in good condition and should be replaced in Years 11 through 13.

Refrigerators:

30 of the refrigerators are in poor condition and should be replaced in Years 1 through 3, with secondary replacement in Years 16 through 18.
12 of the refrigerators are in fair condition and should be replaced in Years 4 through 6.
14 of the refrigerators are in good condition and should be replaced in Years 7 through 9.
28 of the refrigerators are in good condition and should be replaced in Years 10 through 12.
12 of the refrigerators are in good to excellent condition and should be replaced in Years 13 through 15.

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Capital Needs Assessment



Project: Parkview Apartments

Date: 6/6/12

Unit HVAC:

Heating of the units is accomplished via electric baseboard heaters, which are all in good condition and should not be a capital need in the next 20 years. Cooling of the units is via tenant-supplied window air conditioners and no action is necessary, although installation of through-wall sleeves is recommended in Year 1 due to humidity issues experienced by the tenants. Management has expressed interest in installing central air conditioning systems in all units, but due to the mild climate and lack of existing ducts, doing so may be a difficult task.

Accessibility

A 504 Transition Plan was completed at time of inspection. Repave four handicapped parking spaces to make level. Mark pavement for four handicapped parking spaces with two shared access aisles. Raise entry landings to building with units 1-8 due to slope greater than 1:12. Pave new sidewalks from handicapped units to barbecue grills at each phase. Relocate application box at office to an accessible height. Assign mailboxes in lower rows of mail station to accessible units. Provide assistance with trash for handicapped units when requested. Install accessible handrails on both sides of ramps at buildings 1 & 5. Relocate thermostat in office to an accessible height. Relocate flush handle to clear floor space side of commode. Contact vendor to install pedestals to raise laundry equipment to a more accessible height (currently, Modify units 3, 28, 34, 36, and 67 to meet UFAS Code. Modify unit 67 to meet UFAS Code if requested by tenant or as required (not required to meet 5% rule, but already designated and included per management request). See attached Section 504 Accessibility Transition Plan report for further details.

Environmental

No environmental concerns were observed or reported during the Site Inspection.

How Replacement Costs are Determined

Replacement costs are based on data from the 2011 RS Means Building Construction Cost Data.

Recommendations

None.

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Capital Needs Assessment



Project: Parkview Apartments

Date: 6/6/12

Needs Funded by Third Party

The CNA Provider was not made aware of any committed third party funding at this time.

Acknowledgements

This assessment was conducted by individuals trained and experienced in building construction. The inspection included a review of pertinent documentation (repair/replacement records, as-built drawings, etc.) and interviews with the property owner, management staff and tenants. This assessment included a review of buildings, foundations, roofs, exterior/interior walls, mechanical systems, doors and windows, interior elements, landscaping, paved areas and utilities. Finally, this inspection included the preparation and submittal of a written report in a format consistent with USDA-RD requirements.

David Sheurman & Edward Hines (Zeffert & Associates) inspected the property and completed the field work for this report. David J. Bell (Zeffert & Associates) completed the analysis and drafting of this report.

The description of the property and its components is based upon visual observations, the inspector's knowledge of typical construction practices, as well as information obtained during personnel interviews. On our site visit we spoke with Mr. Robert Brooks (Site Manager) and Scott Dietz (Maintenance).

Onsite personnel were very helpful and knowledgeable. They appeared to have a good understanding of the construction, operation and maintenance of the subject property.

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Capital Needs Assessment
Inspected Units



Project: Parkview Apartments

Date: 6/6/2012

Unit Number	Size	Handicapped?	Comments
1	2	1 No	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 3-5 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Fair condition. (RUL 3-5 years) Carpeting appeared in Fair condition. (RUL 2-3 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original (Harvest Gold), in Poor condition. (Replace) Kitchen: Range hood appeared original (Harvest Gold), in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2009 model). (RUL 11-13 years) Bathroom: Sink/fixtures/toilet/tub appeared in Poor condition. (RUL 1-4 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (RUL 1-3 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Fair condition. (RUL 4-6 years) (Tested 2X Year) ***</p>
2	3	2 Yes	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 3-5 years) Closet doors appeared in Poor condition, BR1 off. (Replace) Resilient flooring appeared in Fair condition. (RUL 3-5 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Fair condition. (RUL 5-7 years) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2010 model). (RUL 12-14 years) Bathroom: Sink/fixtures/tub appeared original, in Poor condition. (Replace) Bathroom: Toilet (not original) appeared in Good condition. (RUL 13-16 years) Bathroom: Vanity none Bathroom: Exhaust fan appeared in Poor condition. (RUL 1-3 years) Bathroom: Light over mirror needs new lenses cover, recommend replacing entire unit Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year) ***</p>

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3	5 1 No	<p> Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 3-5 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring Bath appeared in Poor condition, DR & K appeared in Good condition. (Replace & RUL 9-11 years) Carpeting appeared in Fair condition. (RUL 1-2 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Good condition. (RUL 5-7 years) Kitchen: Range hood appeared in Good condition. (RUL 7-9 years) Kitchen: Refrigerator appeared in Good condition (2008 model). (RUL 10-12 years) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (RUL 1-3 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Good condition. (RUL 7-9 years) (Tested 2X Year) *** </p>
4	8 2 No	<p> Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 3-5 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring, tenant installed cheap tile appeared in Poor condition. (Replace) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original (Harvest Gold), in Poor condition. (Replace) Kitchen: Range hood appeared original (Harvest Gold), in Poor condition. (Replace) Kitchen: Refrigerator appeared original, in Poor condition (not frost free). (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (RUL 1-3 years) Bathroom: Medicine cabinet light needs to have the wiring better secured (wire nut's exposed) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors gone, tenant took down. (Replace) (Tested 2X Year) Tenant has poor housekeeping skills which impacts all RUL's *** </p>

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5	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Poor condition however, BR2 & Bath have been replaced. (Replace original / RUL 20 years or more) Closet doors appeared in Fair condition been replaced). (RUL 4-6 years) Resilient flooring appeared in Fair condition. (RUL 5-7 years) Carpeting appeared in Poor condition. (RUL 1 year) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original (Harvest Gold) in Poor condition. (Replace) and hood yellow Kitchen: Range hood appeared original, in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2008 model). (RUL 10-12 years) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared in Excellent condition. (RUL 15-18 years) Bathroom: Exhaust fan appeared in Poor condition, noisy. (Replace) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Good condition. (RUL 5-7 years) (Tested 2X Year) ***</p>
6	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 3-5 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 11-13 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original (Harvest Gold), in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (RUL 1-3 years) Kitchen: Refrigerator appeared in Good condition (2008 model). (RUL 10-12 years) Bathroom: Sink/fixtures/toilet/tub appeared in Fair condition. (RUL 5-8 years) Bathroom: Vanity appeared in Good condition. (RUL 11-14 years) Bathroom: Exhaust fan appeared in Poor condition. (RUL 1-3 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Good condition. (RUL 5-7 years) (Tested 2X Year) ***</p>

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7	13	2	No	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Good condition. (RUL 13-17 years) Closet doors appeared original (BR2) in Poor condition, all other appeared Good. (Replace BR2/RUL 4-6 years) Resilient flooring appeared in Poor condition. (Replace) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original (Harvest Gold), in Poor condition. (Replace) Kitchen: Range hood appeared in Fair condition. (RUL 5-7 years) Kitchen: Refrigerator appeared in Good condition (2006 model). (RUL 8-10 years) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (RUL 1-3 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors gone, tenant lock down. (Replace) (Tested 2X Year) ***</p>
8	16	2	No	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Good condition. (RUL 20 years or more) Closet doors appeared in Good condition. (RUL 7-9 years) Resilient flooring appeared in Excellent condition. (RUL 13-15 years) Carpeting appeared in Good condition. (RUL 3-4 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original (Almond), in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Fair condition (2001 model). (RUL 3-5 years) Bathroom: Sink/fixtures/toilet/tub appeared in Fair condition. (RUL 5-8 years) Bathroom: Tub surround appeared in Good condition. (RUL 13-16 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (RUL 1-3 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Good condition. (RUL 6-8 years) (Tested 2X Year) ***</p>

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9	17 2 No	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 3-5 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 7-9 years) Carpeting appeared in Fair condition. (RUL 1-2 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original, in Poor condition. (Replace) Kitchen: Range hood appeared original, in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2004 model). (RUL 6-8 years) Bathroom: Sink/fixtures/toilet/tub appeared in Fair condition. (RUL 5-8 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 7-9 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Good condition. (RUL 7-9 years) (Tested 2X Year) ***</p>
10	20 2 No	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 3-5 years) Closet doors appeared original (2), in Poor condition however, had 1 new. (Replace original) Resilient flooring appeared in Good condition. (RUL 7-9 years) Carpeting appeared in Poor condition. (RUL 1 year) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Good condition. (RUL 6-8 years) Kitchen: Range hood appeared original, in Poor condition. (Replace) Kitchen: Refrigerator appeared original, in poor condition. (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (RUL 1-3 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year) ***</p>

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11	22 2 No	<p>Hallway Entry door appeared in Fair condition, the frame has been repaired. (RUL 4-6 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 3-5 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 7-9 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original, in Poor condition. (Replace) Kitchen: Range hood appeared in Good condition. (RUL 7-9 years) Kitchen: Refrigerator appeared in Fair condition (2003 model). (RUL 5-7 years) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 7-9 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Good condition. (RUL 7-9 years) (Tested 2X Year) ***</p>
12	23 2 No	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Good condition however, Bath door has hole & should be replaced. (RUL 20 years or more if Bath door replaced) Closet doors appeared original (2), in Poor condition however, had 2 new. (Replace original) Resilient flooring appeared in Fair condition. (RUL 3-5 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original, in Poor condition. (Replace) Kitchen: Range hood appeared original, in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2010 model). (RUL 12-14 years) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 9-11 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors gone, tenant took down. (Replace) (Tested 2X Year) ***</p>

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13	25 2 No	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 3-5 years) Closet doors, none in place due to special needs of tenant. Assume original, Replace for next tenant. Resilient flooring appeared in Fair condition. (RUL 3-5 years) Carpeting appeared in Good condition. (RUL 3-4 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original (Harvest Gold), in Poor condition. (Replace) Kitchen: Range hood appeared original (Harvest Gold), in Poor condition. (Replace) Kitchen: Refrigerator locked, no access due to special needs of tenant, exterior was in Fair condition. (RUL, estimate 5-8 years) Bathroom: Tub surround is ceramic tile, appears in Good condition. (RUL 20 years or more) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 3-5 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Good condition. (RUL 7-8 years) (Tested 2X Year) * * *</p>
14	28 1 Yes	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Good condition. (RUL 20 years or more) Closet doors appeared original (2), in Poor condition however, had 1 new. (Replace original RUL 5-7 years) Resilient flooring appeared in Fair condition. (RUL 5-7 years) Carpeting appeared in Good condition. (RUL 3-4 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Good condition. (RUL 5-7 years) Kitchen: Range hood appeared in Good condition. (RUL 7-9 years) Kitchen: Refrigerator appeared in Good condition, should assure level since was noisy (2009 model). (RUL 11-13 years) Bathroom: Sink/fixtures/tub appeared original, in Poor condition. (Replace) Bathroom: Toilet (not original) appeared in Good condition. (RUL 1-14 years) Bathroom: Tub surround is ceramic tile, appears in Good condition. (RUL 20 years or more) Bathroom: Vanity none Bathroom: Exhaust fan appeared in Poor condition. (RUL 1-3 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Fair condition. (RUL 4-6 years) (Tested 2X Year) * * *</p>

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15	30 2 No	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Good condition. (RUL 20 years or more) Closet doors appeared original (2), in Poor condition however, had 2 new. (Replace original) Resilient flooring appeared in Poor condition. (Replace) Carpeting appeared in Fair condition. (RUL 1-2 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original, in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared original, in poor condition. (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 11-13 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Good condition. (RUL 5-7 years) (Tested 2X Year) ***</p>
16	31 1 No	<p>Hallway Entry door appeared in Fair condition. (RUL 3-5 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 3-5 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (Replace) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 3-5 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared original, in Poor condition. (Replace) Kitchen: Range hood appeared in Good condition. (RUL 11-13 years) Kitchen: Refrigerator appeared original, in poor condition. (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 11-13 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Smoke detectors appeared in Good condition. (RUL 6-8 years) (Tested 2X Year) ***</p>

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17	34	2	Yes	<p> Hallway Entry door appeared in Fair condition. (RUL 5-7 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors, been removed by tenant, (Replace) Resilient flooring appeared in Fair condition. (RUL 5-7 years) Carpeting appeared in Fair condition. (RUL 1-2 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Fair condition. (RUL 3-5 years) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2009 model). (RUL 11-13 years) Bathroom: Sink/fixtures/toilet/tub (should be accessible model) appeared original, in Poor condition. (Replace) Bathroom: Vanity none Bathroom: Exhaust fan appeared in Poor condition. (Replace) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Poor condition. (RUL 1-3 years) (Tested 2X Year) *** </p>
18	36	1	Yes	<p> Hallway Entry door appeared in Fair condition. (RUL 5-7 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors, been removed by tenant, (Replace) Resilient flooring appeared in Poor condition. (RUL 1-3 years) Carpeting appeared in Good condition. (RUL 4-5 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Good condition. (RUL 11-13 years) Kitchen: Range hood appeared in Good condition. (RUL 7-9 years) Kitchen: Refrigerator appeared in Good condition (2009 model). (RUL 11-13 years) Bathroom: Sink/fixtures/toilet/tub (should be accessible model) appeared original, in Poor condition. (Replace) Bathroom: Vanity none Bathroom: Exhaust fan appeared in Poor condition. (Replace) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Good condition. (RUL 5-7 years) (Tested 2X Year) *** </p>

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19	37	2	No	<p> Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 7-9 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2009 model). (RUL 11-13 years) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (Replace) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year) *** </p>
20	40	1	No	<p> Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (Replace) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Poor condition (1988 model). (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (Replace) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year) *** </p>

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21	41	2	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 11-13 years) Carpeting appeared in Poor condition. (RUL 1 year) Walls/Ceilings: Appeared in Good condition however, bathroom ceiling needs minor repair before next painted. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared original, in Poor condition (not frost free). (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (Replace) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Good condition. (RUL 5-7 years) (Tested 2X Year) ***</p>
22	44	1	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Poor condition, mismatched tile. (Replace) Carpeting appeared in Fair condition. (RUL 1-2 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Poor condition (1988 model). (Replace) Bathroom: Sink/fixtures/tub appeared original, in Poor condition. (Replace) Bathroom: Toilet (not original) appeared in Good condition. (RUL 13-16 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (Replace) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Good condition. (RUL 6-8 years) (Tested 2X Year) ***</p>

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23	46	1	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 11-13 years) Carpeting appeared in Poor condition. (RUL 1 year) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Good condition. (RUL 11-13 years) Kitchen: Range hood appeared in Good condition. (RUL 11-13 years) Kitchen: Refrigerator appeared original, in Poor condition (not frost free). (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 7-9 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Good condition. (RUL 6-8 years) (Tested 2X Year) ***</p>
24	47	1	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (RUL 1-3 years) Carpeting appeared in Poor condition. (RUL 1 year) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2005 model). (RUL 7-9 years) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 7-9 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Good condition. (RUL 5-7 years) (Tested 2X Year) ***</p>

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25	49	1	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 7-9 years) Carpeting appeared in Fair condition. (RUL 1-2 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Fair condition. (RUL 3-5 years) Kitchen: Range hood appeared in Fair condition. (RUL 3-5 years) Kitchen: Refrigerator appeared original, in Poor condition. (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 5-7 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year) ***</p>
26	52	2	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 11-13 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared original, in Poor condition. (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 7-9 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors gone, tenant took down. (Replace) (Tested 2X Year) ***</p>

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27	54	1	No <p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Fair condition. (RUL 5-7 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared original, in Poor condition. (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (Replace) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Fair condition. (RUL 4-6 years) (Tested 2X Year) ***</p>
28	55	1	No <p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 7-9 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared original, in Poor condition. (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (Replace) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors gone, tenant took down. (Replace) (Tested 2X Year) ***</p>

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29	57	1	No	<p>Hallway Entry door appeared in Fair condition. (RUL 5-7 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (Replace) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Fair condition. (RUL 3-5 years) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared original, in Poor condition. (Replace) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 5-7 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year)</p>
30	60	2	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 7-9 years) Carpeting appeared in Poor condition. (RUL 1 year) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Fair condition. (RUL 3-5 years) Kitchen: Range hood appeared in Poor condition. (RUL 1-3 years) Kitchen: Refrigerator appeared in Good condition (2006 model). (RUL 8-10 years) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 3-5 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year) * * *</p>

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31	62	1	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Fair condition. (RUL 3-5 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2007 model). (RUL 9-11 years) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (Replace) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year) ***</p>
32	63	2	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 5-7 years) Closet doors appeared original, in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (Replace) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 5-7 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared original, in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2005 model). (RUL 7-9 years) Bathroom: Sink/fixtures/toilet/tub appeared original, in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 3-5 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared original, in Poor condition. (RUL 1-2 years) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year) ***</p>

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33	65	1	Yes	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (RUL 1-3 years) Carpeting appeared in Good condition. (RUL 3-4 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Fair condition. (RUL 4-6 years) Kitchen: Range hood appeared in Fair condition. (RUL 3-5 years) Kitchen: Refrigerator appeared in Good condition (2009 model). (RUL 11-13 years) Bathroom: Sink/fixtures/toilet should be accessible model/tub appeared in Poor condition. (Replace) Bathroom: Vanity none Bathroom: Exhaust fan appeared in Fair condition. (RUL 3-5 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors gone, tenant took down. (Replace) (Tested 2X Year) ***</p>
34	67	2	Yes	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 11-13 years) Carpeting appeared in Good condition. (RUL 4-5 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Excellent condition. (RUL 13-15 years) Kitchen: Range hood appeared in Fair condition. (RUL 3-5 years) Kitchen: Refrigerator appeared in Good condition (2009 model). (RUL 11-13 years) Bathroom: Sink/fixtures/toilet should be accessible model/tub appeared in Poor condition. (Replace) Bathroom: Vanity none Bathroom: Exhaust fan appeared in Good condition. (RUL 7-9 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Good condition. (RUL 7-9 years) (Tested 2X Year) ***</p>

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35	69	1	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (Replace) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition however, needs repair behind bathroom door. (RUL 20 years or more if properly repaired) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (RUL 1-3 years) Kitchen: Range hood appeared in Poor condition. (RUL 1-3 years) Kitchen: Refrigerator appeared in Fair condition (2000 model). (RUL 2-4 years) Bathroom: Sink/fixtures/toilet/tub appeared in Poor condition. (RUL 1-3 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 9-11 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Good condition. (RUL 7-9 years) (Tested 2X Year) ***</p>
36	72	2	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition however, hardware is missing on 1 and needs repair on another. (RUL 8-10 years) Closet doors appeared in Poor condition, tenant taken off or they are damaged. (Replace) Resilient flooring appeared in Poor condition, mismatched. (Replace) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Fair condition (2000 model). (RUL 2-4 years) Bathroom: Sink/fixtures/tub appeared in Poor condition. (RUL 1-3 years) Bathroom: Toilet (not original) appeared in Excellent condition. (RUL 15-18 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 7-9 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Good condition. (RUL 7-9 years) (Tested 2X Year) ***</p>

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37	74 2 No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (RUL 1-3 years) Carpeting appeared in Poor condition. (RUL 1 year) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Fair condition (2001 model). (RUL 3-5 years) Bathroom: Sink/fixtures/toilet/tub appeared in Poor condition. (RUL 1-3 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 3-5 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Poor condition. (RUL 1-3 years) (Tested 2X Year) Tenant has poor housekeeping skills which impacts all RUL's ***</p>
38	75 1 No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (Replace) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (RUL 1-3 years) Kitchen: Range hood appeared in Poor condition. (RUL 1-3 years) Kitchen: Refrigerator appeared original, in Poor condition. (Replace) Bathroom: Sink/fixtures/toilet/tub appeared in Poor condition. (RUL 1-3 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 3-5 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Poor condition. (RUL 1-3 years) (Tested 2X Year) ***</p>

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39	77 2 No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (RUL 1-3 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared original, in Poor condition. (Replace) Bathroom: Sink/fixtures/toilet/tub appeared in Poor condition. (RUL 1-3 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 7-9 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Fair condition. (RUL 4-6 years) (Tested 2X Year) ***</p>
40	80 1 No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (RUL 1-3 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (RUL 1-3 years) Kitchen: Range hood appeared in Poor condition. (RUL 1-3 years) Kitchen: Refrigerator appeared in Good condition (2007 model). (RUL 9-11 years) Bathroom: Sink/fixtures/toilet/tub appeared in Poor condition. (RUL 1-3 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 5-7 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year) ***</p>

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41	82	1	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 9-11 years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Good condition. (RUL 7-9 years) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2007 model). (RUL 9-11 years) Bathroom: Sink/fixtures/toilet/tub appeared in Fair condition. (RUL 3-5 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 3-5 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Good condition. (RUL 7-9 years) (Tested 2X Year) ***</p>
42	83	2	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace). Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (Replace) Carpeting appeared in Fair condition. (RUL 1-2 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Excellent condition (2010 model). (RUL 12-14 years) Bathroom: Sink/fixtures/toilet/tub appeared in Poor condition. (RUL 1-3 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 3-5 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Good condition. (RUL 6-8 years) (Tested 2X Year) ***</p>

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43	87	2	No	<p>Hallway Entry door appeared in Fair condition. (RUL 7-9 years) Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (Replace) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Good condition (2009 model). (RUL 11-13 years) Bathroom: Sink/fixtures/toilet/tub appeared in Fair condition. (RUL 3-5 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Poor condition. (Replace) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years). Smoke detectors appeared in Good condition. (RUL 7-9 years) (Tested 2X Year)</p>
44	88	2	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Fair condition. (RUL 3- years) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Poor condition. (Replace) Kitchen: Refrigerator appeared in Excellent condition (2011 model). (RUL 13-15 years) Bathroom: Sink/fixtures/toilet/tub appeared in Fair condition. (RUL 5-7 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 3-5 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Good condition. (RUL 7-9 years) (Tested 2X Year)</p>

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45	89 2 No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 7-9 years) Carpeting appeared in Fair condition. (RUL 1-2 years) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Good condition. (RUL 7-9 years) Kitchen: Range hood appeared in Poor condition. (RUL 1-3 years) Kitchen: Refrigerator appeared in Good condition (2007 model). (RUL 9-11 years) Bathroom: Sink/fixtures/toilet/tub appeared in Fair condition. (RUL 3-5 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 7-9 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Good condition. (RUL 5-7 years) (Tested 2X Year) ***</p>
46	90 2 No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Good condition. (RUL 11-13 years) Carpeting appeared in Poor condition. (RUL 1 year) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (Replace) Kitchen: Range hood appeared in Good condition. (RUL 11-13 years) Kitchen: Refrigerator appeared in Good condition (2006 model). (RUL 8-10 years) Bathroom: Sink/fixtures/toilet/tub appeared in Fair condition. (RUL 3-5 years) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Good condition. (RUL 7-9 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year) ***</p>

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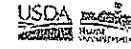
47	93	2	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Fair condition. (RUL 5-7 years) Carpeting appeared in Poor condition. (RUL 1 year) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Good condition. (RUL 7-9 years) Kitchen: Range hood appeared in Fair condition. (RUL 3-5 years) Kitchen: Refrigerator appeared in Good condition (2008 model). (RUL 10-12 years) Bathroom: Sink/fixtures/toilet/tub appeared in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 3-5 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Good condition. (RUL 5-7 years) (Tested 2X Year) ***</p>
48	94	2	No	<p>Exterior door (patio) appeared original, in Poor condition. (Replace) Interior doors appeared in Fair condition. (RUL 7-9 years) Closet doors appeared in Poor condition. (Replace) Resilient flooring appeared in Poor condition. (Replace) Carpeting appeared in Poor condition. (Replace) Walls/Ceilings: Appeared in Good condition. (RUL 20 years or more) Windows: Frames/glass/screens appeared in Fair condition. (RUL 7-9 years) Kitchen: Cabinets appeared original, in Poor condition. (Replace) Kitchen: Countertops appeared in Poor condition. (Replace) Kitchen: Range appeared in Poor condition. (RUL 1-3 years) Kitchen: Range hood appeared in Poor condition. (RUL 1-3 years) Kitchen: Refrigerator appeared in Excellent condition (2010 model). (RUL 12-14 years) Bathroom: Sink/fixtures/toilet/tub appeared in Poor condition. (Replace) Bathroom: Vanity appeared original, in Poor condition. (Replace) Bathroom: Exhaust fan appeared in Fair condition. (RUL 3-5 years) Elec: Panels/wiring/fixtures/covers appeared in Good condition. (RUL 20 years or more) Hydronic Baseboard Heaters appeared in Good condition. (RUL 20 years or more) Heaters appeared in Fair condition. (RUL 2-4 years) Smoke detectors appeared in Fair condition. (RUL 3-5 years) (Tested 2X Year) ***</p>
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Capital Needs Assessment
Materials and Conditions - Site



Capital Needs Assessment
Capital Needs Over the Term - Site



Project: Parkview Apartments										Project: Parkview Apartments										
Date: 06/2012										Date: 06/2012										
Item	Unit	Cost	Year	Phase	Condition	Notes	Year	Phase	Condition	Notes	Year	Phase	Condition	Notes	Year	Phase	Condition	Notes		
Bulk Improvements (playgrounds/site furniture)	20	20	1	Poor	Replace	1	3/08	2000	0000	All phases, error, has playgrounds - degraded lumber construction, with an overhead ladder (PH II) & sliding board (PH III) currently in place.										
Bulk Improvements (playgrounds/site furniture)	30	5	10	Fair	Replace	1	3/08	180	540	BIG Call at PH III in poor condition, BGCs at PH I, 2, 3 broken, ensure securely set in concrete pads.										
Dumpster Enclosure	10	A	2	Fair	Replace	1	3/08	1200	3600	All 3 appeared the same (1 ea. phase), estimated age based upon current condition.										
Fencing: Post and Rail	20	20	1	Poor	Replace	1	2/10	16	450	raising on sides of building's main entries.										
Landscaping	50	20	1	Fair	Repair	1	1 total	5000	5000	A few of the shrubs have died.										
Parking: Asphalt	25	20	1	Fair	Replace	1	7/21/04	3.55	7876.5	PH I - base appears to be in good condition, if all penetrations are repaired (minor cracking, etc.) could extend time to be resurfaced.										
Parking: Asphalt	25	20	1	Fair	Replace	1	7/21/04	3.55	7876.5	PH II - base appears to be in good condition, if all penetrations are repaired (minor cracking, etc.) could extend time to be resurfaced.										
Parking: Asphalt	25	20	1	Fair	Replace	1	7/21/04	3.55	7876.5	PH III - base appears to be in good condition, if all penetrations are repaired (minor cracking, etc.) could extend time to be resurfaced.										
Parking: Asphalt	25	23	1	Good	Replace	1	10/29/07	3.25	6786.25	PH III - base appears to be in good condition, if all penetrations are repaired (minor cracking, etc.) could extend time to be resurfaced.										
Pedestrian Paving: Asphalt	25	20	1	Fair	Repair	1	4/24/07	3.55	1492.0	other than cross slope near PH III condition is good, can easily provide several more years of service since lightly used.										
Pedestrian Paving: Concrete	20	20	1	Good	Maintain	1	4/24/07	4.00	2000.00	PH I - if unusual repairs are made complete replacement is not foreseeable (1562 sf total).										
Pedestrian Paving: Concrete	20	20	1	Poor	Repair	1	3/01/01	4.05	1472.0	PH I - a few 6x8 slabs are cracked and should be repaired/replaced (350 sf).										
Pedestrian Paving: Concrete	20	24	1	Good	Maintain	1	5/03/07	4.05	2220.00	PH II - if unusual repairs are made complete replacement is not foreseeable (2172 sf total).										
Pedestrian Paving: Concrete	20	24	1	Poor	Repair	1	7/21/04	4.05	3110.50	PH II - spalling, etc. of surface at front of 33-48 (792 sf).										
Pedestrian Paving: Concrete	20	20	1	Good	Maintain	1	4/24/07	4.05	1820.00	PH III - if unusual repairs are made complete replacement is not foreseeable (1828 sf total).										
Pedestrian Paving: Concrete	20	22	1	Poor	Repair	1	1/03/07	4.00	441.72	PH III - 3 - 6x8 slabs of sidewalk are cracked and should be repaired/replaced (158 sf).										
Pedestrian Paving: Concrete	20	7	20	Excellent	No Action					PH III - 160 sf leading to playground.										
Pedestrian Paving: Concrete	20	7	20	Excellent	No Action					Recommend building a sidewalk to ground floor which could help eliminate parking to eliminate paths in yard & to 800 location without 505 for accessibility.										
Pedestrian Paving: Concrete	20	7	20	Excellent	No Action					Driveway - base appears to be in good condition, if all penetrations are repaired (minor cracking, etc.) could extend time to be resurfaced (at least 2-3 years).										
Roadways: Asphalt	25	24	1	Fair	Repair	1	2/12/07	3.20	7453.6											
Roadways: Asphalt (Sealing)	8	5	1	Poor	Maintain	1	8/24/08	0.52	4130.0											
Site Lighting: Materials and Conditions - Structures	25	20	1	Fair	Replace	3	7/5/08	955	2387.5	all asphalt sealed 5/02 light fixtures are of high quality & have received excellent care, can easily provide another year of service at PH I & each phase in following 2 years.										

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Construction	0	118800	21600	2028	2028	2028	2028	2028	2028	2028	2028	2028	2028	2028	2028	2028	2028	2028	2028	2028
Installation	0	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000
Other	0	100000	100000	100000	100000	100000	100000	100000	100000	100000	100000	100000	100000	100000	100000	100000	100000	100000	100000	100000

**Capital Needs Assessment
Materials and Conditions - Architectural**



Project: Parkview Apartments

Date:

Item	EUL	AGE	RUE	Cond.	Action	D&R	QTY	Unit	Unit Cost	Total Cost
Appurtenant Structures: Garages	50	26	24	Good	No Action	0	0	0	0	0
Appurtenant Structures: Garages	50	24	26	Good	No Action	0	0	0	0	0
Appurtenant Structures: Garages	50	22	28	Good	No Action	0	0	0	0	0
Appurtenant Structures: Wood Decks	20	26		Poor	Replace	1	640	sf	0	0
Appurtenant Structures: Wood Decks	20	24		Poor	Replace	1	800	sf	0	0
Appurtenant Structures: Wood Decks	20	22		Fair	Replace	1	960	sf	0	0
Building Mounted Exterior Lighting	10	26		Poor	Replace	1	137	ea	81	11097
Canopies: Wood/Metal	40	26	14	Good	Replace	1	1	ea	500	500
Canopies: Wood/Metal	40	24	16	Good	Replace	1	1	ea	500	500
Canopies: Wood/Metal	40	22	18	Good	Replace	1	1	ea	500	500
Common Area Ceilings: Concrete/Drywall/Plaster	50	26	24	Good	No Action	0	0	0	0	0
Common Area Ceilings: Concrete/Drywall/Plaster	50	24	26	Good	No Action	0	0	0	0	0
Common Area Ceilings: Concrete/Drywall/Plaster	50	22	28	Good	No Action	0	0	0	0	0
Common Area Doors (fire/hall/closet/etc.)	50	26	24	Good	No Action	0	0	0	0	0
Common Area Doors (fire/hall/closet/etc.)	50	24	26	Good	No Action	0	0	0	0	0

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Common Area Doors (fire/hall/closet/etc.)	50	22	28	Good	No Action	0	0	0	0	0
Common Area Floors: Carpet	7	4	3	Fair	Replace	1	6480	sf	2.73	17690.4
Common Area Floors: Carpet	7	3	4	Fair	Replace	1	321	sf	2.73	876.33
Common Area Floors: Carpet	7	1	6	Good	Replace	1	3240	sf	2.73	8845.2
Common Area Floors: Resilient Flooring (tile or sheet)	15	10	5	Fair	Replace	1	1180	sf	5.5	6490
Common Area Floors: Resilient Flooring (tile or sheet)	15	5	10	Good	Replace	1	236	sf	5.5	1298
Common Area Floors: Resilient Flooring (tile or sheet)	15	5	10	Good	Replace	1	49	sf	5.5	269.5
Common Area Walls	50	26	24	Good	No Action	0	0	0	0	0
Common Area Walls	50	24	26	Good	No Action	0	0	0	0	0
Common Area Walls	50	22	28	Good	No Action	0	0	0	0	0
Exterior Common Doors: Solid Core (wood or metal)	25	26		Poor	Replace	1	4	ea	375	1500
Exterior Common Doors: Solid Core (wood or metal)	25	24	1	Fair	Replace	1	4	ea	375	1500
Exterior Common Doors: Solid Core (wood or metal)	25	22	3	Fair	Replace	1	4	ea	375	1500
Exterior Common Doors: Solid Core (wood or metal)	25	10	15	Good	Replace	1	1	ea	375	375
Exterior Stairs: Concrete	50	26	24	Good	No Action	0	0	0	0	0
Exterior Stairs: Concrete	50	24		Poor	Repair	1	24	sf	8.15	195.6
Exterior Stairs: Concrete	50	24	26	Good	No Action	0	0	0	0	0
Exterior Stairs: Concrete	50	22		Poor	Repair	1	84	sf	8.15	684.6
Exterior Stairs: Concrete	50	22	28	Good	No Action	0	0	0	0	0

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Exterior Walls: Vinyl Siding	25	26	Poor	No Action	0	0	0	0	0
Exterior Walls: Cementitious Panels	50	6	44	Good	No Action	0	0	0	0
Exterior Walls: Cementitious Siding	50	0	Poor	Construct	1	35291	sf	3.8	134106
Foundations	50	26	24	Good	No Action	0	0	0	0
Foundations	50	24	26	Good	No Action	0	0	0	0
Foundations	50	22	28	Good	No Action	0	0	0	0
Insulation/Wall	50	26	24	Good	No Action	0	0	0	0
Insulation/Wall	50	24	26	Good	No Action	0	0	0	0
Insulation/Wall	50	22	28	Good	No Action	0	0	0	0
Insulation/Attic	50	26	Good	Maintain	1	15600	sf	0.46	7176
Insulation/Attic	50	24	Good	Maintain	1	13160	sf	0.65	8554
Insulation/Attic	50	22	Good	Maintain	1	14100	sf	1.11	15651
Interior Railings	50	26	24	Good	No Action	0	0	0	0
Interior Railings	50	24	26	Good	No Action	0	0	0	0
Interior Railings	50	22	28	Good	No Action	0	0	0	0
Interior Stairs	50	26	24	Good	No Action	0	0	0	0
Interior Stairs	50	24	26	Good	No Action	0	0	0	0
Interior Stairs	50	22	28	Good	No Action	0	0	0	0
Local HVAC: Gas Furnace	20	10	10	Good	Replace	1	1	ea	1550
With Soft Dry Air Conditions - Architectural	20	26	14	Poor	Replace	1	1	total	1725

Mail Facilities	20	24		Poor	Replace	1	1 total	1725	1725
Mail Facilities	20	22		Poor	Replace	1	1 total	1725	1725
Public Bathroom Fixtures	15	10	5	Good	Replace	1	1 total	965	965
Residential Glass Doors: Sliding	15	26		Poor	Replace	5	96 ea	1675	160800
Roof Covering: Asphalt Shingles	20	26		Poor	Replace	1	220 SQ	228	50160
Roof Covering: Asphalt Shingles	20	24		Poor	Replace	1	186 SQ	228	42408
Roof Covering: Asphalt Shingles	20	8	12	Good	Replace	1	199 SQ	228	45372
Roof Drainage Exterior (gutter and fascia)	25	26		Poor	Replace	1	624 lf	9.8	6115.2
Roof Drainage Exterior (gutter and fascia)	25	24	1	Poor	Replace	1	560 lf	9.8	5488
Roof Drainage Exterior (gutter and fascia)	25	22	3	Fair	Replace	1	600 lf	9.8	5860
Roof Structure	50	26	24	Good	No Action	0	0	0	0
Roof Structure	50	24	26	Good	No Action	0	0	0	0
Roof Structure	50	22	28	Good	No Action	0	0	0	0
Service Doors	25	26		Fair	Replace	1	4 ea	375	1500
Service Doors	25	24		Fair	Replace	1	4 ea	375	1500
Service Doors	25	22		Good	Replace	1	4 ea	375	1500
Slab	50	26	24	Good	No Action	0	0	0	0
Materials and Conditions - Architectural Slab	50	24	26	Good	No Action	0	0	0	0

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Slab	50	22	28	Good	No Action	0	0	0	0	0
Slab	50	2	48	Good	No Action	0	0	0	0	0
Soffits: Aluminum or Vinyl	25	26		Poor	Replace	1	824	lf	13	10712
Soffits: Aluminum or Vinyl	25	24		Fair	Replace	1	748	lf	13	9724
Soffits: Aluminum or Vinyl	25	22		Fair	Replace	1	788	lf	13	10244
Stair Structure	50	26		Good	Repair	1	12	ea	37	444
Storm/Screen Windows	20	26		Fair	Replace	1	64	ea	78	4992
Storm/Screen Windows	20	24		Fair	Replace	1	64	ea	78	4992
Storm/Screen Windows	20	22		Fair	Replace	1	64	ea	78	4992
Storm/Screen Windows	20	10	10	Good	Replace	1	4	ea	78	312
Windows (Frames and Glazing)	30	26		Fair	Replace	1	64	ea	315	20160
Windows (Frames and Glazing)	30	24		Fair	Replace	1	64	ea	315	20160
Windows (Frames and Glazing)	30	22		Fair	Replace	1	64	ea	315	20160
Windows (Frames and Glazing)	30	10		Good	No Action	0	0	0	0	0
Accessibility	50	0			Construct	1	1	Project	22863	22863.5

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Capital Needs Assessment Capital Needs Over the Term - Architectural

6/6/2012

Project: Parkview Apartments

Comments	Item	H.S.S.	1	2	3	4	5	6	7	8	9	10	11	12	13	14
			2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
416 sf. PH I - Maintenance shed & lean-to (tenant bike storage)	Appurtenant Structures: Garages		0	0	0	0	0	0	0	0	0	0	0	0	0	0
416 sf. PH II - Maintenance shed & lean-to (tenant bike storage)	Appurtenant Structures: Garages		0	0	0	0	0	0	0	0	0	0	0	0	0	0
256 sf. PH III - Maintenance shed	Appurtenant Structures: Garages		0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH I - 4x10	Appurtenant Structures: Wood Decks		0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH II - 5x10	Appurtenant Structures: Wood Decks		0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH III - 6x10	Appurtenant Structures: Wood Decks		0	0	0	0	0	0	0	0	0	0	0	0	0	0
all three phases- while majority of fixtures appear in fair condition, globes are a variety (replacement would provide a uniform appearance)	Building Mounted Exterior Lighting		0	11097	0	0	0	0	0	0	0	0	0	0	0	0
PH I - mailbox shelter	Canopies: Wood/Metal		0	0	0	0	0	0	0	0	0	0	11097	0	0	0
PH II - mailbox shelter	Canopies: Wood/Metal		0	0	0	0	0	0	0	0	0	0	0	0	0	500
PH III - mailbox shelter	Canopies: Wood/Metal		0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH I	Common Area Ceilings: Concrete/Drywall/Plaster		0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH II	Common Area Ceilings: Concrete/Drywall/Plaster		0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH III	Common Area Ceilings: Concrete/Drywall/Plaster		0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH I - laundry, storage, & mechanical rooms - 16 doors total	Common Area Doors (fire/hall/closet/etc.)		0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH II - laundry, storage, & mechanical rooms - 16 doors total	Common Area Doors (fire/hall/closet/etc.)		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Materials and Conditions - Architectural			0	0	0	0	0	0	0	0	0	0	0	0	0	0

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PH III - laundry, storage, & mechanical rooms - 16 doors total	Common Area Doors (fire/hall/closet/etc.)																		
Building 1, 2, 5 & 6	Common Area Floors: Carpet	0	0	0	17690	0	0	0	0	0	0	17690	0	0	0	0	0	0	0
Office	Common Area Floors: Carpet	0	0	0	0	876	0	0	0	0	0	876	0	0	0	0	0	0	0
Building 3 & 4	Common Area Floors: Carpet	0	0	0	0	0	0	8845	0	0	0	0	0	0	8845	0	0	0	0
Building 1, 2, 3, 4, & 6	Common Area Floors: Resilient Flooring (tile or sheet)	0	0	0	0	0	5490	0	0	0	0	0	0	0	0	0	0	0	0
Building 5	Common Area Floors: Resilient Flooring (tile or sheet)	0	0	0	0	0	0	0	0	0	0	1298	0	0	0	0	0	0	0
Restroom	Common Area Floors: Resilient Flooring (tile or sheet)	0	0	0	0	0	0	0	0	0	0	270	0	0	0	0	0	0	0
PH I	Common Area Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH II	Common Area Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH III	Common Area Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH I	Exterior Common Doors: Solid Core (wood or metal)	0	1500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH II	Exterior Common Doors: Solid Core (wood or metal)	0	1500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH III	Exterior Common Doors: Solid Core (wood or metal)	0	0	0	1500	0	0	0	0	0	0	0	0	0	0	0	0	0	0
office	Exterior Common Doors: Solid Core (wood or metal)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH I	Exterior Stairs: Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH II - needs repair due to settling	Exterior Stairs: Concrete	196	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH II	Exterior Stairs: Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH III - couple need repair/replacement due to settling, taller than standard step	Exterior Stairs: Concrete	685	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH III	Exterior Stairs: Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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PH II	Mail Facilities	0	1725	0	0	0	0	0	0	0	0	0	0	0	0	0
PH III	Mail Facilities	0	1725	0	0	0	0	0	0	0	0	0	0	0	0	0
estimated age based upon current condition	Public Bathroom Fixtures	0	0	0	0	0	965	0	0	0	0	0	0	0	0	0
All patio doors are in poor condition across all three phases.	Residential Glass Doors: Sliding	0	32160	32160	32160	32160	32160	0	0	0	0	0	0	0	0	0
PH I	Roof Covering: Asphalt Shingles	0	50160	0	0	0	0	0	0	0	0	0	0	0	0	0
PH II	Roof Covering: Asphalt Shingles	0	42408	0	0	0	0	0	0	0	0	0	0	0	0	0
PH III	Roof Covering: Asphalt Shingles	0	0	0	0	0	0	0	0	0	0	0	0	45372	0	0
PH I	Roof Drainage Exterior (gutter and fascia)	0	6115	0	0	0	0	0	0	0	0	0	0	0	0	0
PH II	Roof Drainage Exterior (gutter and fascia)	0	5488	0	0	0	0	0	0	0	0	0	0	0	0	0
PH III	Roof Drainage Exterior (gutter and fascia)	0	0	0	5880	0	0	0	0	0	0	0	0	0	0	0
PH I	Roof Structure	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH II	Roof Structure	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH III	Roof Structure	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH I - mechanical room & maintenance garage exterior door, has been well maintained and can easily provide an extended EUL	Service Doors	0	0	0	0	0	1500	0	0	0	0	0	0	0	0	0
PH II - mechanical room & maintenance garage exterior door, has been well maintained and can easily provide an extended EUL	Service Doors	0	0	0	0	0	0	1500	0	0	0	0	0	0	0	0
PH III - mechanical room & maintenance garage exterior door, has been well maintained and can easily provide an extended EUL	Service Doors	0	0	0	0	0	0	0	1500	0	0	0	0	0	0	0
738 sf at PH I - patios, dumpster, & maintenance shed	Slab	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
940 sf at PH II - patios, dumpster, & maintenance shed	Slab	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Materials and Components - Architectural	Slab	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

1500 sf at PH III - patios, dumpster, & maintenance shed	Slab																
25 sf at PH III - playground observation	Slab																
PH I - recommend replacing with siding	Soffits: Aluminum or Vinyl	0	10712	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH II - recommend replacing with siding	Soffits: Aluminum or Vinyl	0	9724	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH III - recommend replacing with siding	Soffits: Aluminum or Vinyl	0	10244	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All three phases - Current balusters/newel posts are spaced 5" apart (4" recommended). Installing drywall at stairs would eliminate any issues as well as eliminate the need to paint the wood on an annual basis.	Stair Structure	444	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PH I	Storm/Screen Windows	0	0	0	0	4992	0	0	0	0	0	0	0	0	0	0	0
PH II	Storm/Screen Windows	0	0	0	0	0	0	4992	0	0	0	0	0	0	0	0	0
PH III	Storm/Screen Windows	0	0	0	0	0	0	0	0	4992	0	0	0	0	0	0	0
office	Storm/Screen Windows	0	0	0	0	0	0	0	0	0	0	312	0	0	0	0	0
PH I	Windows (Frames and Glazing)	0	0	0	0	20160	0	0	0	0	0	0	0	0	0	0	0
PH II	Windows (Frames and Glazing)	0	0	0	0	0	0	20160	0	0	0	0	0	0	0	0	0
PH III	Windows (Frames and Glazing)	0	0	0	0	0	0	0	0	20160	0	0	0	0	0	0	0
office & hallways	Windows (Frames and Glazing)																
	Accessibility	0	22863	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Uninflated Totals	1324	374633	32160	57230	58188	41115	35497	0	26652	0	21120	11973	45372	8845	500	
	Inflation Factor (3%)	1.0000	1.0000	1.0300	1.0509	1.0927	1.1255	1.1593	1.1941	1.2299	1.2668	1.3048	1.3429	1.3842	1.4256	1.4655	
	Inflated Totals	1324	374633	33125	60716	63584	46275	41151	0	32779	0	27557	16091	62805	12611	734	

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Date: 6/6/2012

	15 2027	16 2028	17 2029	18 2030	19 2031	20 2032	Total
	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
	0	0	0	0	0	0	22194
	0	0	0	0	0	0	500
	0	500	0	0	0	0	500
	0	0	0	500	0	0	500
	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
Materials and Conditions - Architectural	0	0	0	0	0	0	0

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0	0	17690	0	0	0	53071	
0	0	0	876	0	0	2629	
0	0	0	0	0	8845	26536	
0	0	0	0	0	6490	12980	
0	0	0	0	0	0	1298	
0	0	0	0	0	0	270	
0	0	0	0	0	0	0	
0	0	0	0	0	0	0	
0	0	0	0	0	0	0	
0	0	0	0	0	0	1500	
0	0	0	0	0	0	1500	
0	0	0	0	0	0	1500	
375	0	0	0	0	0	375	
0	0	0	0	0	0	0	
0	0	0	0	0	0	196	
0	0	0	0	0	0	0	
0	0	0	0	0	0	685	
0	0	0	0	0	0	0	

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0	0	0	0	0	0	1725
0	0	0	0	0	0	1725
0	0	0	0	0	965	1930
0	32160	32160	32160	32160	32160	321600
0	0	0	0	0	0	50160
0	0	0	0	0	0	42408
0	0	0	0	0	0	46372
0	0	0	0	0	0	6115
0	0	0	0	0	0	5488
0	0	0	0	0	0	5880
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	1500
0	0	0	0	0	0	1500
0	0	0	0	0	0	1500
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0

Materials and Conditions - Architectural

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0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	10712
0	0	0	0	0	0	9724
0	0	0	0	0	0	10244
0	0	0	0	0	0	444
0	0	0	0	0	0	4992
0	0	0	0	0	0	4992
0	0	0	0	0	0	4992
0	0	0	0	0	0	312
0	0	0	0	0	0	20160
0	0	0	0	0	0	20160
0	0	0	0	0	0	20160
0	0	0	0	0	0	0
0	0	0	0	0	0	22863
375	32660	49850	33536	32160	48460	911653
1.5128	1.5580	1.6047	1.6528	1.7024	1.7535	
567	50883	79995	55430	54750	84975	1099987

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**Capital Needs Assessment
Materials and Conditions - Mechanical & Electrical**



Project: Parkview Apartments

Date: 6/6/2012

Item	EUI	AGE	RUL	Cond.	Action	DUR	Qty	Unit	Unit Cost	Total Cost	Comments
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	25	26		Poor	Replace	1	2	ea	5050	10100	units 17-24 & 25-32
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	25	24	1	Poor	Replace	1	1	ea	5050	5050	units 41-48
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	25	22	3	Fair	Replace	1	3	ea	5050	15150	units 65-72, 73-80, & 81-88
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	25	21	4	Fair	Replace	1	1	ea	5050	5050	units 1-8
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	25	6	19	Good	Replace	1	1	ea	5050	5050	units 57-64
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	25	4	21	Good	No Action	0	0	0	0	0	units 33-40 & 89-96
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	25	3	22	Good	No Action	0	0	0	0	0	units 49-56,
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	25	1	24	Excellent	No Action	0	0	0	0	0	units 9-16
DHW Storage Tanks: Small (up to 150 gallons)	12	26		Poor	Replace	1	1	ea	1000	1000	units 25-32
DHW Storage Tanks: Small (up to 150 gallons)	12	24		Poor	Replace	1	1	ea	1000	1000	units 33-40
DHW Storage Tanks: Small (up to 150 gallons)	12	7	5	Good	Replace	1	5	ea	1000	5000	units 17-24, 41-48, 49-56, 57-64, & 81-88
DHW Storage Tanks: Small (up to 150 gallons)	12	6	6	Good	Replace	1	5	ea	1000	5000	units 1-8, 9-16, 65-72, 73-80, & 89-96
Fire Suppression	50	26	24	Good	No Action	0	0	0	0	0	PH I
Fire Suppression	50	24	26	Good	No Action	0	0	0	0	0	PH II
Fire Suppression	50	22	28	Good	No Action	0	0	0	0	0	PH III

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**Capital Needs Assessment
Capital Needs Over the Term - Mechanical & Electrical**



Project: Parkview Apartments

Date: 6/6/2012

Item	H & S	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total	
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	0	10100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10100	
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	0	5050	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5050	
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	0	0	0	15150	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15150	
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	0	0	0	0	5050	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5050	
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5050	5050	
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Boilers, with Insulation, Piping, Controls & Flue: Gas-fired Atmospheric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DHW Storage Tanks: Small (up to 150 gallons)	0	1000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2000	
DHW Storage Tanks: Small (up to 150 gallons)	0	1000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2000	
DHW Storage Tanks: Small (up to 150 gallons)	0	0	0	0	0	5000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10000	
DHW Storage Tanks: Small (up to 150 gallons)	0	0	0	0	0	0	5000	0	0	0	0	0	0	0	0	0	0	0	0	0	5000	10000	
Fire Suppression	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Fire Suppression	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Fire Suppression	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Uninflated Totals	0	17150	0	15150	5050	5000	5000	0	0	0	0	0	0	0	0	0	0	0	0	5000	5000	5050	64400
Inflation Factor (%)	1.0000	1.0507	1.1036	1.1598	1.2197	1.2838	1.3525	1.4263	1.5058	1.5916	1.6844	1.7851	1.8945	2.0134	2.1427	2.2834	2.4365	2.6031	2.7844	2.9817	3.1965	3.4305	3.6855
Inflated Totals	0	17150	0	16073	5518	5628	5796	0	0	0	0	0	0	0	0	0	0	0	8024	8264	8597	77901	

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Capital Needs Assessment
Executive Summary



Project: Parkview Apartments

Date: 6/6/2012

Item	H & S	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
Site	0	156859	11558	7958	2008	78788	81461	79854	1690	0	67949	44329	4140	0	0	0	44329	0	0	0	0	\$582,914
Architecture	1324	374633	32160	57230	58188	41115	35497	0	26852	0	21120	11973	45372	8845	500	375	32660	49850	33536	32180	49460	\$911,653
Mech & Electric	0	17150	0	15150	5050	5000	5000	0	0	0	0	0	0	2000	0	0	0	5000	5000	5050	0	\$84,400
Dwelling Units	1418	225943	206339	206339	143907	143907	37415	38722	49130	37325	35483	71753	72423	49673	50335	68737	59065	58575	58575	39875	19685	\$1,673,585
Uninflated Totals	2,740	778,596	250,059	286,678	209,154	288,791	139,373	118,377	77,672	37,325	124,532	128,055	121,935	60,516	50,835	69,112	138,053	113,426	67,112	77,085	67,125	\$3,212,582
Inflation Factor (3%)	1.0000	1.0000	1.0300	1.0609	1.0927	1.1255	1.1593	1.1941	1.2299	1.2668	1.3048	1.3439	1.3842	1.4268	1.4718	1.5193	1.5695	1.6227	1.6791	1.7388	1.7536	
Inflated Totals	2,740	776,596	257,559	304,137	228,548	302,527	161,572	141,348	88,526	47,282	162,488	172,096	188,787	89,285	74,852	104,537	211,967	182,016	160,512	137,232	117,704	\$3,890,108

		Non-Inflated	Inflated
Immediate Capital Needs:		\$2,740	
Total Capital Needs Over the Term:		\$3,209,811	\$3,887,368
Grand Total Capital Needs:		\$3,212,552	\$3,890,108
Units: 96	Capital Needs Per Unit	\$33,464	\$40,522

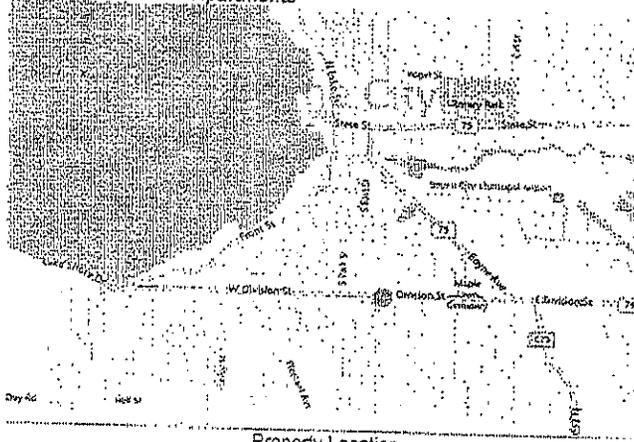
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Capital Needs Assessment
Photos



Project: Parkview Apartments

Date: 6/6/2012



Property Location



Property Sign



General View of Property



General View of Property

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Capital Needs Assessment
Photos

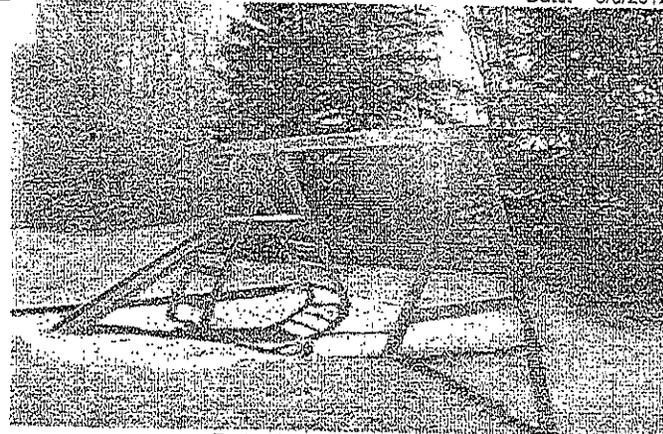


Project: Parkview Apartments

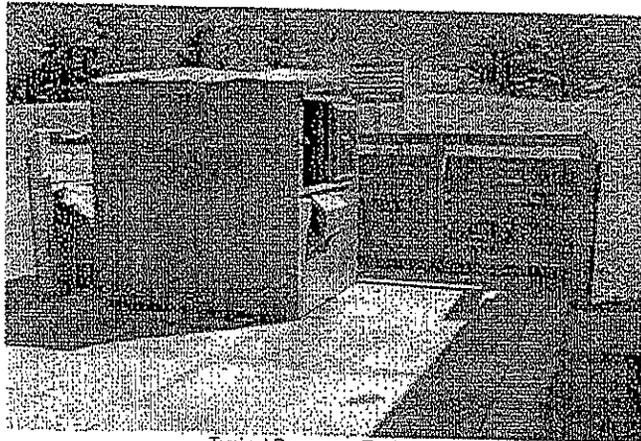
Date: 6/6/2012



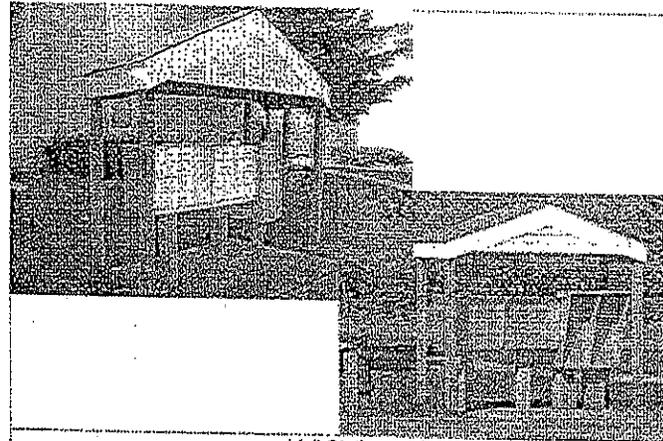
Health & Safety Item - Posts on railing are 5" apart- children can get heads trapped. Install drywall on stair side of railing to correct.



Typical Playground - Worn out.



Typical Dumpster Enclosure



Mail Stations

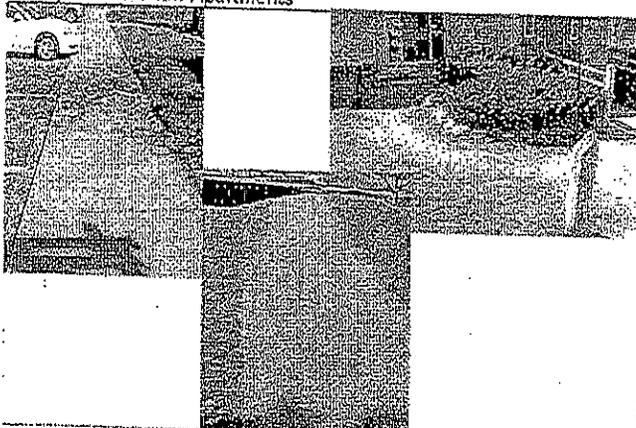
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Capital Needs Assessment
Photos

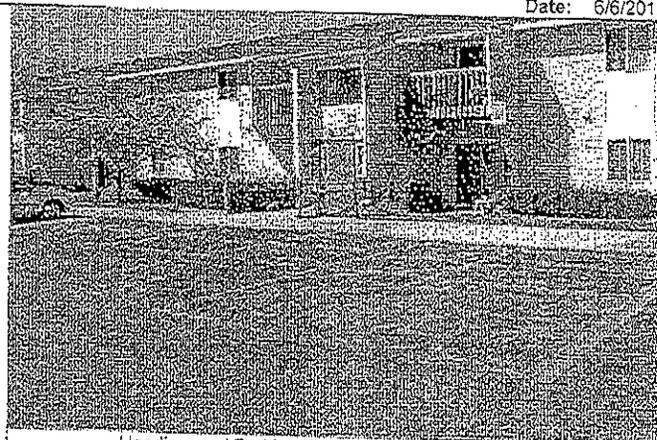


Project: Parkview Apartments

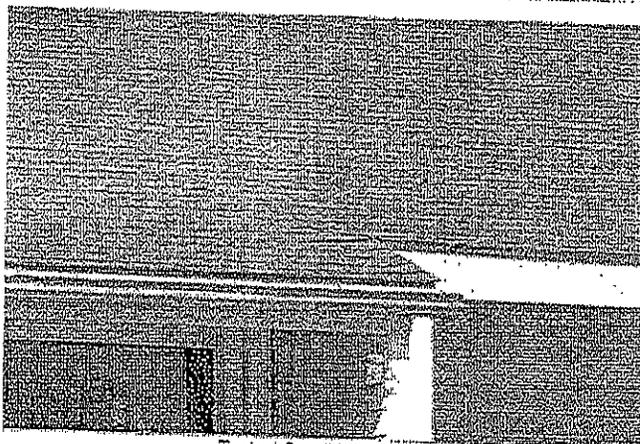
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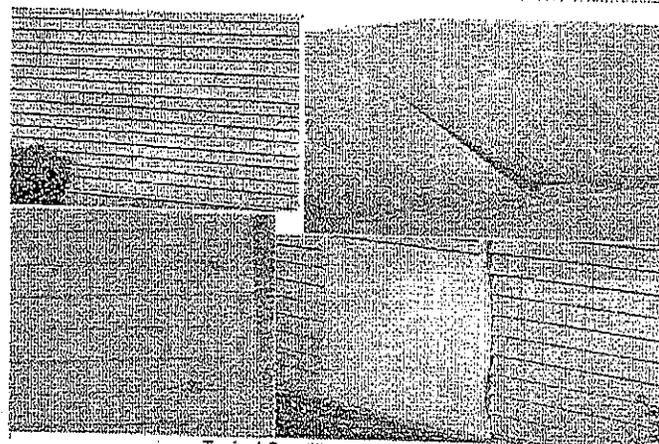
Typical Concrete and Asphalt Sidewalks, Worn Dirt Paths to be Paved.



Handicapped Parking/Typical Condition of Pavement



Typical Condition of Roof



Typical Condition of Siding/Soffits

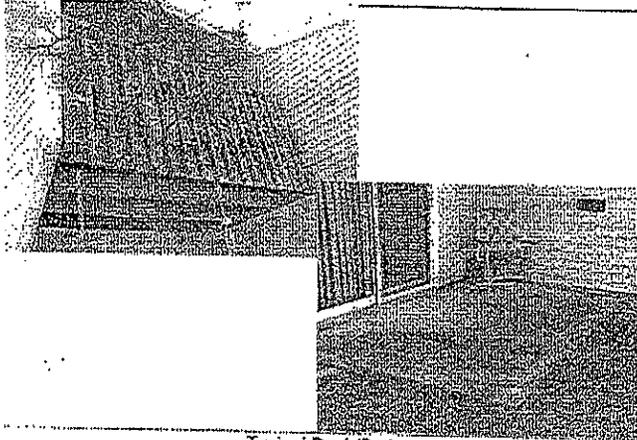
64

Capital Needs Assessment
Photos

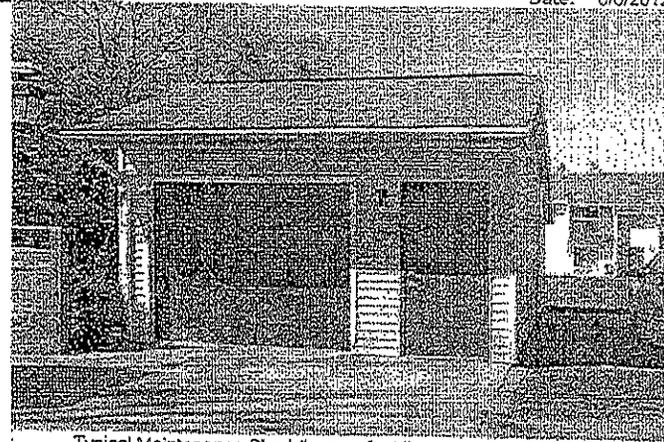


Project: Parkview Apartments

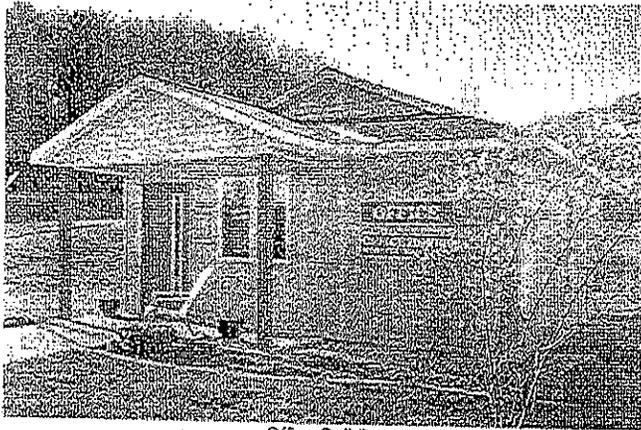
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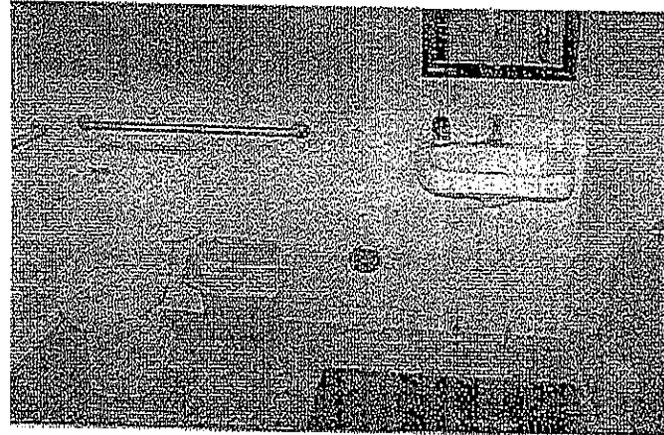
Typical Deck/Patio



Typical Maintenance Shed (lean-to for bike storage on back side)



Office Building



Public Restroom

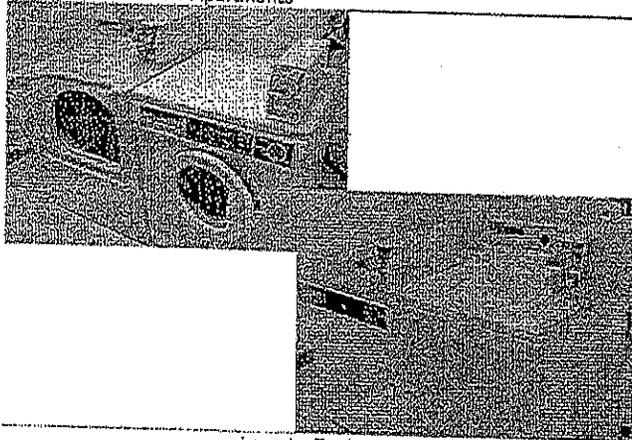
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Capital Needs Assessment
Photos

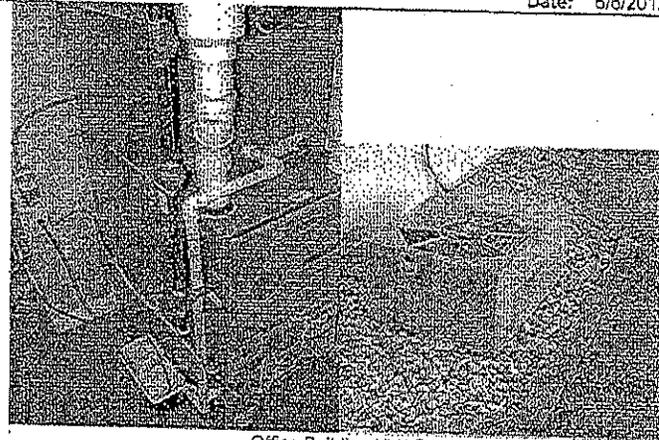


Project: Parkview Apartments

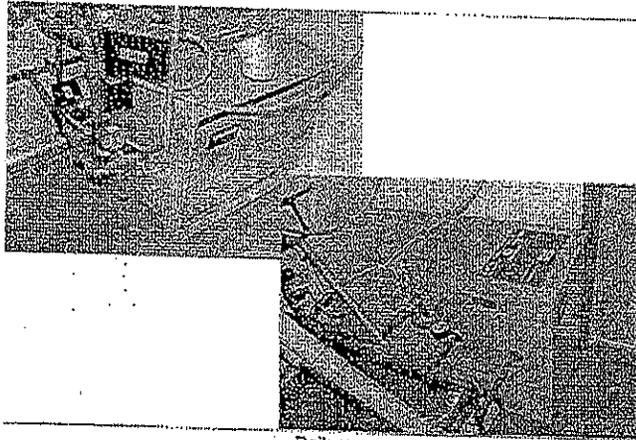
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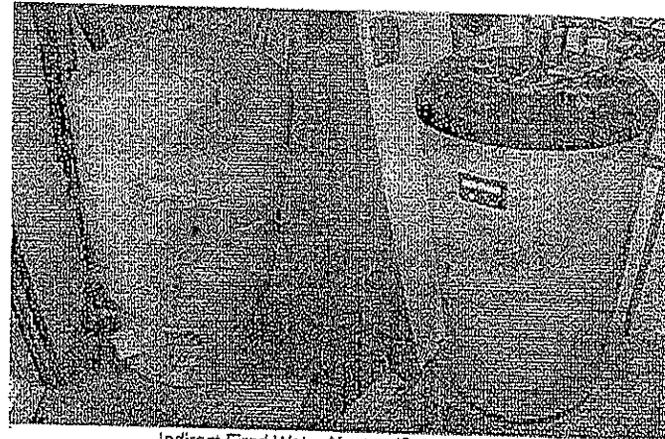
Laundry Equipment



Office Building HVAC



Boilers



Indirect Fired Water Heaters/Storage Tanks

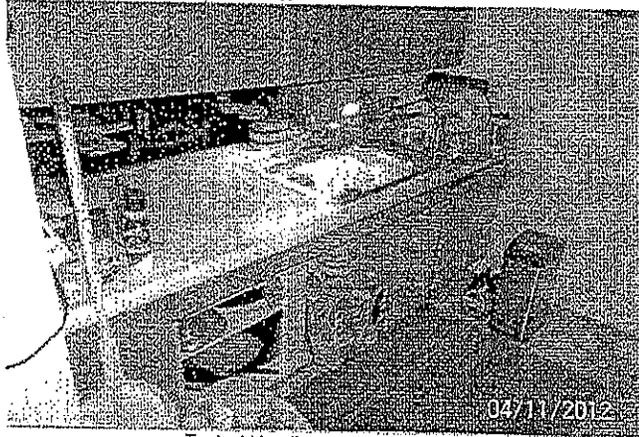
66

Capital Needs Assessment
Photos

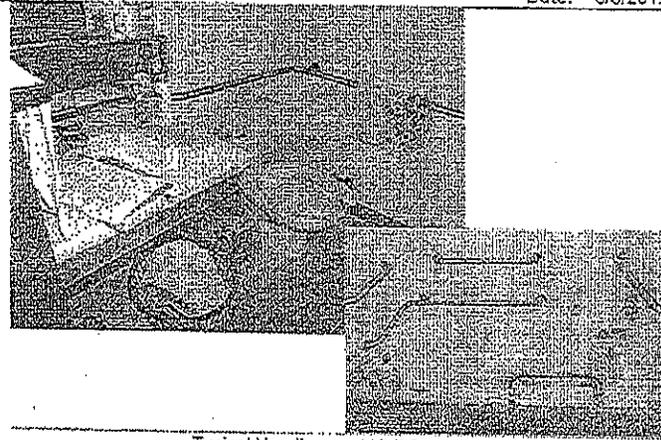


Project: Parkview Apartments

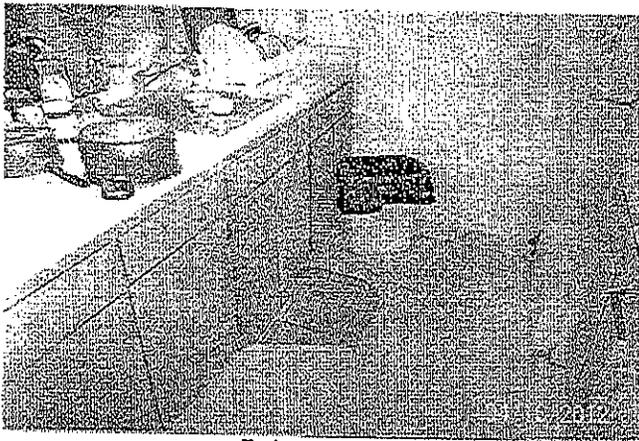
Date: 6/6/2012



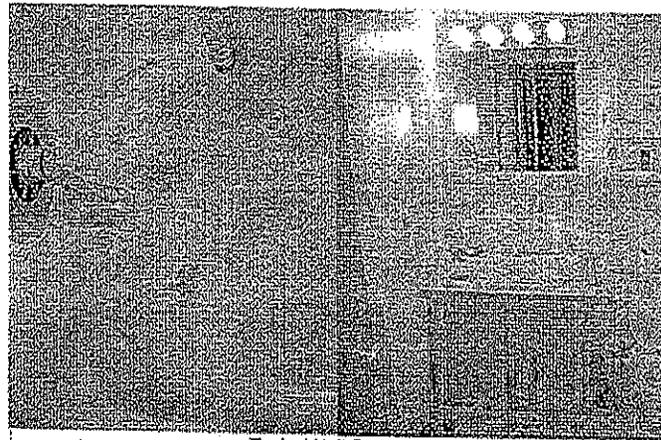
Typical Handicapped Unit Kitchen



Typical Handicapped Unit Bathroom



Typical Unit Kitchen



Typical Unit Bathroom

67

Capital Needs Worksheet Change History



Version	Date	Type	Worksheet	Change
1.5d	8/7/2008	Enhancement	Executive Summary	Re-added password to protect the totals from being manipulated manually.
1.5d	8/8/2008	Enhancement	Project Summary	Changed the date to default to today's date
1.5d	8/9/2008	Enhancement	All Materials and Conditions Worksheets & Executive Summary	Modified the year on each page to be driven by the report date
1.5d	8/10/2008	Enhancement	All Pages	Removed password from each page.
1.5c	7/25/2007	Enhancement	Photo Page	Photo Pages now support a 4 picture format
1.5b	7/18/2007	bug	Photo Page	Photo Pages may now be inserted by hitting an insert new page button.
1.5b	7/19/2007	bug	All Materials and Conditions Worksheets & Executive Summary	Row sizes will resize automatically for all sheets
1.5b	7/20/2007	bug	All Materials and Conditions Worksheets & Executive Summary	Fixed lookup of EUL for all m&c worksheets
1.5a	7/11/2007	bug	All Materials and Conditions Worksheets & Executive Summary	Columns widths will adjust automatically to accomodate the new titles
1.5a	7/11/2007	bug	All Materials and Conditions Worksheets & Executive Summary	Change Header Title to "H & S"
1.5	7/2/2007	Enhancement	All Materials and Conditions Worksheets & Executive Summary	Year 0 was changed to "Health & Safety"
1.5	7/2/2007	Enhancement	Narrative	Expanded to include Health and Safety
1.5	7/2/2007	Bug	Various	Fix several spelling mistakes and expanded some comment fields.
1.5	7/2/2007	Bug	All Materials and Conditions Worksheets	Fixed word wrapping on the item & comment fields
1.4	8/22/2006	Bug	All	Version was printing 1.3 now changed to 1.4

1.4	8/22/2006	Bug	Mechanical & Electrical Worksheet	Totals were missing off the 20 year plan Changed the "Protect" command to be compatible with MAC Excel and older PC versions
1.4	8/9/2006	Enhancement	All Materials and Conditions Worksheets	Prevented the overwrite of the total column if the action was changed to "No Action" and back
1.4	8/9/2006	Bug	All Materials and Conditions Worksheets	back
1.4	8/9/2006	Bug	All Materials and Conditions Worksheets	Allowed Year to be 0
1.4	8/3/2006	Enhancement	All Materials and Conditions Worksheets	Added check to make sure the DUR does not exceed the EUL
1.4	8/3/2006	Bug	All Materials and Conditions Worksheets	Force insert line to occur within the data block
1.4	8/3/2006	Bug	Mechanical & Electrical Worksheet	First line was not pulling the EUL
1.4	8/3/2006	Enhancement	Photo Page	Changed to make the page a better fit for landscape printing.
1.3	7/28/2006	Enhancement	Change History	Added to Workbook Added Footer information identifying the section, page number and version.
1.3	7/28/2006	Enhancement	All Pages	Set date in top right corner to today, allowing the ability to override if needed
1.3	7/28/2006	Enhancement	Project Summary	Added County to Project
1.3	7/28/2006	Enhancement	Project Summary	Added County to Project
1.3	7/28/2006	Enhancement	Narrative	Added embedded worksheet to hold the Narrative Document. Reconfigured the comments.
1.3	7/28/2006	Enhancement	All Materials and Conditions Worksheets	Modified the deletion so all rows can be deleted without affecting the underlying formulas Modified the insert function to allow the insertion of a line below the current line instead of always at the end.
1.3	7/28/2006	Enhancement	All Materials and Conditions Worksheets	always at the end.
1.3	7/28/2006	Bug	All Materials and Conditions Worksheets	20 Year plan values were not being properly overwritten. Fixed Comment field was not allowing re-editing. Turned hidden formula off - Fixed
1.3	7/28/2006	Bug	All Materials and Conditions Worksheets	formula off - Fixed

**How To Use This
Accessibility Transition Plan**

Transition Plan

Field Audit Notes

Drawings and Photos

Estimates



How To Use This Accessibility Transition Plan

Section 1 Instructions and Resources

- ▶ How to Use This Accessibility Transition Plan provides an explanation of the organization and layout of the Plan and how to determine what is being recommended and what it will cost.
- ▶ Letter confirming review by Delta Center for Independent Living
- ▶ Lists of sources for accessible equipment and supplies

Section 2 Transition Plan

- ▶ The Transition Plan presents a summarized, three year schedule of improvements by unit or common area and the total estimated costs. In order to determine the specific improvements, you must look in the Field Audit Notes. To determine specific costs, look in the Estimates. You must enter the name of the person with implementation responsibility on the top of the form.

the

Section 3 Field Audit Notes

- ▶ This section contains the Field Audit Checklist. The first 5 pages of the checklist cover improvements to the common areas. The accessible and adaptable apartments (if applicable) are covered individually starting on page 4 of that form. Be sure to check the " notes " at the end of page 3 and at the bottom of the second page of each apartment's checklist. The Field Audit Checklist is synchronized with Estimates. The photos and drawings (which are referenced in the Field Audit Checklist) provide additional clarification on what is recommended and where. You must sign on page 3.

Section 4 Drawings and Photos

- ▶ There is a Photo and Drawing Log at the beginning of this section which identifies the content of each photo and links it (if applicable) to a drawing.

Section 5 Estimates

- ▶ There are separate estimates for the common areas and for each apartment or apartment type covered. Items are in the same order as field audit checklist.

If you have any questions regarding our recommendations please call us at 800-820-4079.

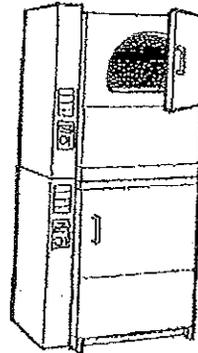
PRODUCT RESOURCE LIST

APPLIANCES

G.E. Appliances
Appliance Park
Louisville, KY 40225
502-452-4311
(stacking front-loading coin operated residential
dryers with front-mounted controls)

Sears, Roebuck, and Company
Sears Tower
Chicago, IL 60684
312-875-3000
(under-counter front-loading washers and dryers
with front-mounted controls)

Note: Most companies have space saving and
stacking models with front-mounted controls.



washers and dryers
with front-mounted
controls are more
usable for everyone

Stacked Coin Operated Dryers

ASSISTIVE DEVICES

adaptAbility
P.O. Box 515
Colchester, CT 06415-0515
1-800-243-9232

Maddak, Inc.
6 Industrial Road
Pequannock, NJ 07440
201-628-7600

Sears, Roebuck, and Company
Sears Tower
Chicago, IL 60684
1-800-948-8800

reachers and grab-
bers can increase the
reach for people who
are short in stature,
are seated, or have
limited reach range



Grabber/Reacher

BATHROOM PRODUCTS

Grab Bars

Bobrick Washroom Equipment, Inc.
Northway 10 Industrial Park
Clifton Park, NY 12065
518-877-7444
(folding grab bars and reinforcing)

A.2

PRODUCT RESOURCE LIST

Bradley Corporation
Washroom Accessories Division
804 East Gate Drive
Mt. Laurel, NJ 08054
609-235-7420
(grab bar reinforcing)

Dryad Jebron
Suite 202
249 Ayer Road
Harvard, MA 01451
1-800-445-5388
508-772-4167
(colored and folding grab bars)

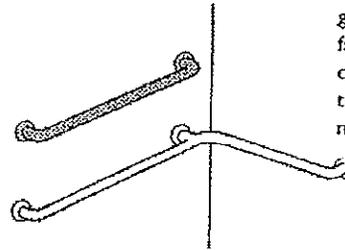
Elcoma Metal Fabricating Ltd.
1929-36 Street N.E.
Canton, Ohio 44705
216-588-8844
1-800-352-6625
(colored and folding grab bars and reinforcing)

Franklin Brass
Manufacturing Company
P.O. Box 5226
Culver City, CA 90231
213-306-5944
1-800-421-3375
(grab bar reinforcing)

Hewi, Inc.
6 Pearl Court
Allendale, NJ 07401
201-327-7202
(colored and folding grab bars)

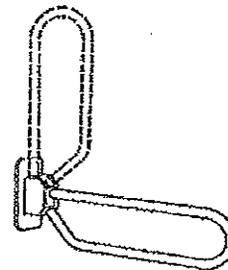
Normbau
P.O. Box 548
Shepherdsville, KY 40165
502-538-7388
1-800-358-2920
(colored and folding grab bars)

Pressalit Inc.
1259 Rt. 46, Bldg. 2
Parsippany, NJ 07054
1-800-346-2380
201-263-8533
(colored and folding grab bars)



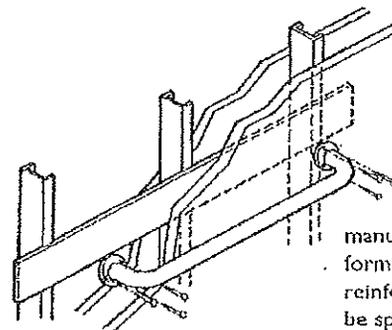
Standard Grab Bars

grab bars are manufactured in a variety of shapes, sizes, textures, colors, and metallic finishes



Folding Grab Bar

many folding grab bars also come in a variety of shapes, sizes, and colors



Reinforcing at Metal Studs

manufactured, formed metal reinforcing plate can be spot welded or screwed to studs

SafeTec International, Inc.
P.O. Box 23
Melbourne, FL 32902
407-952-1300
(colored grab bars)

Tubular Specialties Mfg., Inc.
13011 S. Spring Street
Los Angeles, CA 90061
1-800-421-2961
(colored and folding grab bars)

Lindo
1090 McCallie Avenue
Chattanooga, TN 37404
615-698-4200
(folding grab bars)

Hand-Held Shower Heads

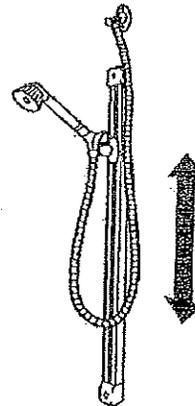
Brass-Craft Mfg. Co.
27700 Northwestern Highway
Southfield, MI 48034
313-827-1100

Alsons
525 E. Edna Place
P.O. Box 311
Covina, CA 91723
818-966-1668

Moen Incorporated
377 Woodland Avenue
Elyria, OH 44036-2111
216-232-3341

Odinc
Division of Interbath, Inc.
427 N. Baldwin Park Boulevard
City of Industry, CA 91746
818-369-1841

Grohe America
900 Lively Boulevard
Wood Dale, IL 60191
708-350-2600



Wall-mounted slide bar allows hand-held shower head to be positioned at any convenient height

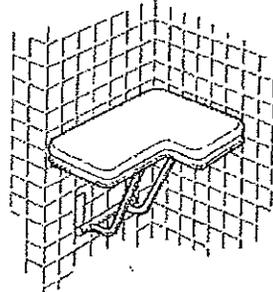
Hand-Held Shower Head
On a Slide-Bar Mount

PRODUCT RESOURCE LIST

L-Shaped Shower Seats

Bobrick Washroom Equipment, Inc.
Northway 10 Industrial Park
Clifton Park, NY 12065
518-877-7444

Tubular Specialties Mfg., Inc.
13011 S. Spring Street
Los Angeles, CA 90061
1-800-421-2961



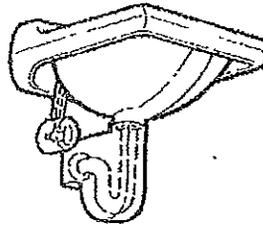
many L-shaped shower seats fold up, increasing available space in showers

L-Shaped Shower Seat

Manufactured Pipe Protection

I & S Insulation Co., Inc.
1819 So. Central Avenue, 38
Kent, WA 98032
206-859-1830

Truebro Inc.
P.O. Box 429
Ellington, CT 06029
203-875-2868



insulated pipe surround to protect seated users from burns and sharp edges

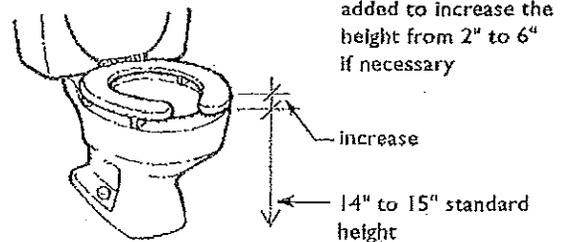
Manufactured Pipe Protection

Raised Toilet Seats

Beneke
P.O. Box 1367
Columbus, MS 39703
1-800-647-1042
601-328-4000

Church Seat Company
Sheboygan Falls, WI 53085
1-800-233-SEAT
414-467-2664

Olsonite
8801 Conant Avenue
Detroit, MI 48211
1-800-521-8266
313-075-5831



When standard low toilets are installed, raised toilet seats and spacers can be added to increase the height from 2" to 6" if necessary

Raised Toilet Seat

DOORS AND DOOR HARDWARE

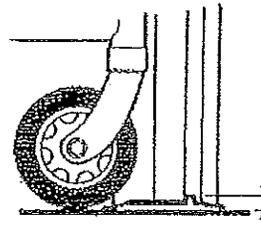
Accessible Thresholds

Stanley Hardware
P.O. Box 1840
New Britain, CT 06050
1-800-622-4393

National Guard Products, Inc.
540 North Parkway
P.O. Box 7353
Memphis, TN 38107
1-800-NGP-RUSH

Zero International, Inc.
415 Concord Avenue
Bronx, NY 10455-4898
1-800-635-5335
212-585-3230

Note: Most threshold companies have accessible thresholds.



Accessible Threshold

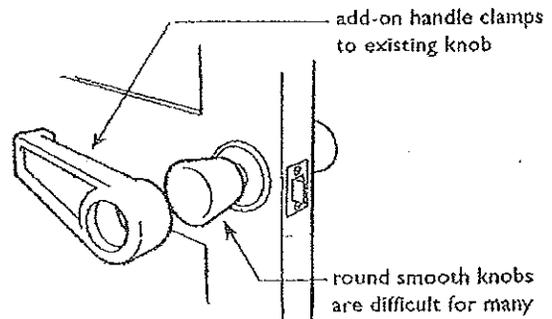
accessible thresholds are never more than 1/2" in height, except at exterior doors at dwelling units where they may be up to 3/4" in height

Add-On Lever Handles

I Industries, Inc.
21 Shady Hill Road
Weston, MA 02193
617-235-5452

Extend Incorporated
P.O. Box 864
Moorhead, MN 56561-0864
218-236-9686

Schlage
2401 Bayshore Boulevard
San Francisco, CA 94134
415-467-1100

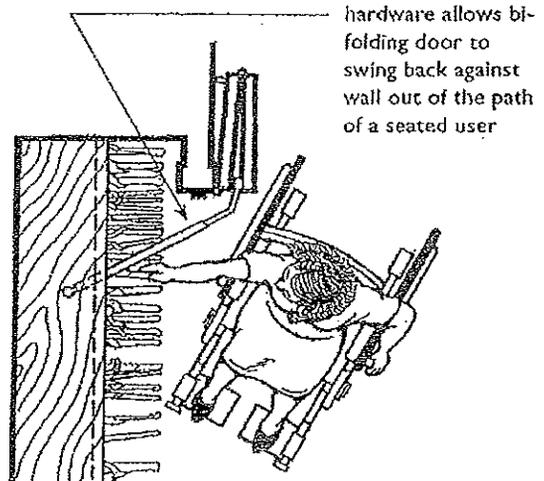


Add-On Lever Handle

PRODUCT RESOURCE LIST

Bi-Fold Door Hardware

Ezyfold
The Kiwi Connection
82 Shelburne Center Road
Shelburne, MA 01370
413-625-2854



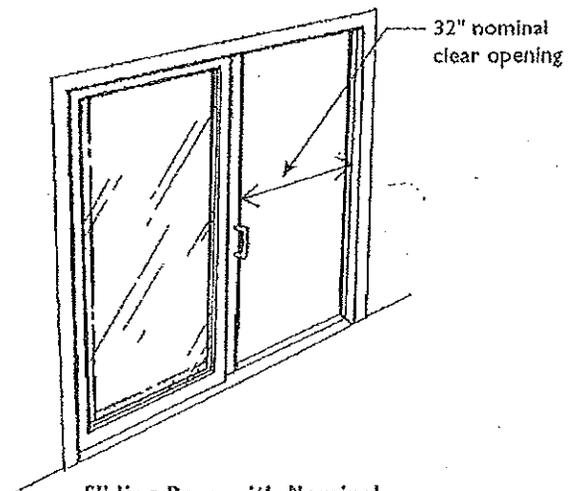
Bi-Fold Door Hardware

**6'-0" Sliding Glass Doors
with 32" Nominal Clear Opening**

Bennings Building Products
210 Walser
Lexington, NC 27292
1-800-222-3861

Kolbe and Kolbe Millwork, Co., Inc.
1323 S. Eleventh Avenue
Wausau, WI 54401
715-842-5666
(no 6'-0" sliding door; do have 6'-6" door with
nominal 33" clear width opening)

Moss Supply Company
5001 North Graham St.
Charlotte, NC 28213
1-800-438-0770



**Sliding Door with Nominal
32" Clear Opening**

Note: While these doors provide the 32" nominal clear width, thresholds may need to be modified or altered to provide full access

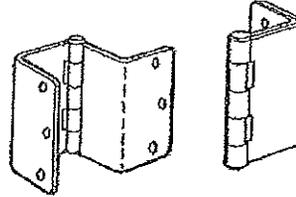
Swing-Clear Hinges

Stanley Hardware
P.O. Box 1840
New Britain, CT 06050
1-800-622-4393

Ply Gems Barrier Free
Philron Corporation
6948 Frankford Avenue
Philadelphia, PA 19135
215-331-3434

Mont-Hard Inc.
2415 Lifehaus Drive
New Braunfels, TX 78130
512-625-7795

Installation of swing-away hinges allows door to swing fully out of opening to increase the clear width of an existing door opening

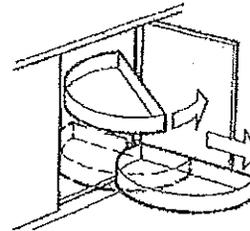


Swing-Clear Hinges

KITCHEN STORAGE

Revolving/Extending Shelves

Hafele America
203 Feld Avenue
P.O. Box 1590
High Point, NC 27261
910-889-2322



slide out shelves provide easy access for all users

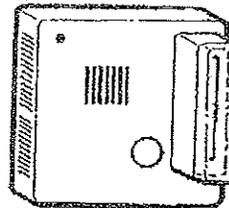
Revolving/Extending Semicircular Shelves

VISUAL SIGNALS AND ALARMS

HITEC Group Int'l., Inc.
P.O. Box 187
Westmont, IL 60559
708-963-5588
1-800-288-8303

Nutone
Madison and Red Bank Roads
Cincinnati, OH 45227-1599
513-527-5100

fire alarm with strobe light to alert people with hearing impairments



Visual and Audible Alarm

Aiphone Corporation
1700 130th Avenue, N.E.
P.O. Box 90075
Bellevue, WA 98009
206-455-0510
(video door signal)

*Delta Center for Independent Living
does not endorse or recommend
any of the following companies or their products.
This list of possible resources is provided
for information purposes only.*

HITEC Group International, Inc.
8160 Madison Ave / Burr Ridge, IL 60521
1-800-288-8303 / 1-800-536-8890 TTY / 1-888-654-9219 FAX
<https://www.hitec.com/cgi-bin/hitec.storefront/586080950/Catalog>
Products include: Bathroom Safety Products, Smoke Alarms, and Door Levers

The Access Store
VanDuerr Industries / 820 West Seventh Street / Chico, CA 95928
Telephone & TTY: 530-893-1596 For Orders: 800-497-2003
<http://www.accessstore.com/>
Products include: Bathroom accessories, Braille Signage, Door Accessories, Grab bars, Parking signage, Pipe covers, Threshold ramps

Access-Able Designs, Inc.
2851 Eldenwood Rd. / Salem, VA, 24153
Phone: 540-389-7530 Fax: 540-389-7818
E-Mail: xsable@ix.netcom.com
<http://www.accessabledesigns.com/>
Products include: Transfer bench for shower, bath and toilet

Creative Laundry Systems, Inc.
1-800-369-4771
<http://www.creativelaundry.com/Index.htm>
Products include: Accessible washer and dryers

AD • AS (Accessible Designs Adjustable Systems, Inc.
94 N. Columbus Road / Athens, OH 45701
740-593-5240
<http://www.ad-as.com/Index.htm>
Products Include: Kitchen Products, Workplace Furniture

Heinkel Sales, Inc.
12969 Maurer Industrial Drive / St. Louis, MO 63127
Phone:(314)842-0057
Fax:(314)842-0078
<http://www.iustmfg.com/index.asp>
Products Include: ADA compliant sinks

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April 10, 2012

Parkview Apartments
Boyer City, MI

25 1606 9650

Date of first occupancy: 1988-1990

	Units	Stories	HC
1 BR	48	2	2
2 BR	148	2	2
3 BR			
4 BR			

Zeffert & Associates
Handicapped Accessibility Review
Field Audit Checklist, Common Areas

OUTDOORS

REF	QUAN	UNIT	DESCRIPTION	WHERE	PHOTO #																				
<p>4.6 PARKING Parking Surface: <input type="checkbox"/> concrete <input checked="" type="checkbox"/> asphalt <input type="checkbox"/> other</p> <p>PAVING Pave parking lot area for HC parking space(s). <input type="checkbox"/> C/I <input type="checkbox"/> B/U</p> <p><input type="checkbox"/> 4 EA Spaces, w/ contiguous aisle and access to sidewalk ramp. 2@ units 1-8, 2@ units 65-72</p> <p><input type="checkbox"/> Y Y/N If more than one space, note whether sharing aisle/ramp.</p> <p><input type="checkbox"/> EA Recycled rubber wheel stops.</p>																									
<p>4.7.6 B/U RAMPS Built-up ramp for HC parking space on existing paving.</p> <p><input type="checkbox"/> Old built-up ramp. <input type="checkbox"/> remove <input type="checkbox"/> abandon</p> <p><input type="checkbox"/> Old built-up ramp. <input type="checkbox"/> remove <input type="checkbox"/> abandon</p>																									
<p>4.7 C/I RAMPS Curb cut & cut-in sidewalk ramp for HC parking space on existing paving.</p> <p><input type="checkbox"/> EA</p> <table border="1"> <tr> <td>width</td> <td>rise</td> <td>run</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>						width	rise	run																	
width	rise	run																							
<p>4.6.3 MARKING</p> <p><input type="checkbox"/> 4 EA Mark & Stripe existing paving for HC space(s). Mark 5' aisle 2@ units 1-8, 2@ units 65-72</p> <p><input type="checkbox"/> N Y/N If existing striping must be removed, so note.</p> <p><input type="checkbox"/> EA Mark & Stripe existing paving for HC space(s). Mark 8' aisle</p> <p><input type="checkbox"/> Y/N If existing striping must be removed, so note.</p>																									
<p>4.6.4 SIGNAGE - exterior</p> <p><input type="checkbox"/> EA Handicapped parking signage on steel pipe. (new/additional)</p> <p><input type="checkbox"/> EA Handicapped parking signage. (raise existing on steel pipe)</p> <p><input type="checkbox"/> EA Handicapped parking signage. (raise existing on hat channel post)</p> <p><input type="checkbox"/> EA Handicapped parking signage on walls.</p>																									
<p>4.7.11 CURB CUTS sidewalks, islands. (Concrete unless specified)</p> <p><input type="checkbox"/> EA</p> <table border="1"> <tr> <td>width</td> <td>rise</td> <td>run</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>						width	rise	run																	
width	rise	run																							
<p>4.3 SIDEWALKS</p> <p>WIDEN SIDEWALKS G=grass side C=curb side AO=around obstruction CODE (Concrete unless specified.)</p> <p><input type="checkbox"/> LP from width <input type="checkbox"/> to width <input type="checkbox"/></p>																									
<p>4.8.4 Add LANDINGS on steep sidewalks (Concrete unless specified.)</p> <p><input type="checkbox"/> SF current distance <input type="checkbox"/> current rise <input type="checkbox"/></p>																									
<p>4.8 RAMPS from grade to landings, porches, entrances, etc. (Concrete unless specified)</p> <table border="1"> <tr> <td><input type="checkbox"/> EA</td> <td>width</td> <td>rise</td> <td>slope</td> <td>run</td> </tr> <tr> <td><input type="checkbox"/> EA</td> <td>width</td> <td>rise</td> <td>slope</td> <td>run</td> </tr> <tr> <td><input type="checkbox"/> EA</td> <td>width</td> <td>rise</td> <td>slope</td> <td>run</td> </tr> <tr> <td><input type="checkbox"/> EA</td> <td>width</td> <td>rise</td> <td>slope</td> <td>run</td> </tr> </table>						<input type="checkbox"/> EA	width	rise	slope	run	<input type="checkbox"/> EA	width	rise	slope	run	<input type="checkbox"/> EA	width	rise	slope	run	<input type="checkbox"/> EA	width	rise	slope	run
<input type="checkbox"/> EA	width	rise	slope	run																					
<input type="checkbox"/> EA	width	rise	slope	run																					
<input type="checkbox"/> EA	width	rise	slope	run																					
<input type="checkbox"/> EA	width	rise	slope	run																					
<p>Fig-25(a) RAISE/WIDEN LANDINGS Include footings at perimeter (Concrete unless specified.)</p> <p>4.13.6 <input type="checkbox"/> 25 SF 5X5 LEVEL LANDING AT UNIT 1-8 ENTRY, EXCESSIVE SLOPE GREATER THAN 1:12</p> <p><input type="checkbox"/> SF</p> <p><input type="checkbox"/> SF</p>																									
<p>REMOVE PAVING for ramps, landings, etc.</p> <p><input type="checkbox"/> 25 SF <input checked="" type="checkbox"/> concrete <input type="checkbox"/> asphalt Listed above.</p> <p><input type="checkbox"/> SF <input type="checkbox"/> concrete <input checked="" type="checkbox"/> asphalt</p>																									
<p>PAVE or REPAVE or otherwise correct paving rises or deformities. (Concrete unless specified).</p> <p><input type="checkbox"/> 265 SF 5x53' - NEW SIDEWALK FROM HC UNIT TO BBQ GRILL</p> <p><input type="checkbox"/> SF</p> <p><input type="checkbox"/> SF</p>																									

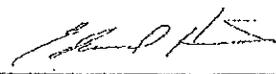
REF	QUAN	UNIT	DESCRIPTION	WHERE	DRAWING#
-----	------	------	-------------	-------	----------

OTHER					
4.2.5			REACH LIMITS		
4.34.2(1)	<input type="checkbox"/>	EA	Relocate Office Application boxes.		
4.34.2(1)	<input type="checkbox"/>	EA	Assignment of lower mail boxes to HC units.		
4.31	<input type="checkbox"/>	EA	Relocate outside telephone.		
4.34.2(1)	<input type="checkbox"/>	EA	Relocate trash collection area fence latch and dumpster access.		
	<input type="checkbox"/>	EA	Provide assistance with trash for HC unit when requested.		
	<input type="checkbox"/>	EA	Other exterior facilities.		
4.4.2			OVERHEAD HAZARDS		
Fig-8 (c)			Size of cane detection area		
			length <input type="text"/>	LF	sides: <input type="checkbox"/> 1 <input type="checkbox"/> >
			width <input type="text"/>	LF	sides: <input type="checkbox"/> 1 <input type="checkbox"/> >
			corners <input type="text"/>		
	<input type="checkbox"/>	EA			
			length <input type="text"/>	LF	sides: <input type="checkbox"/> 1 <input type="checkbox"/> >
			width <input type="text"/>	LF	sides: <input type="checkbox"/> 1 <input type="checkbox"/> >
			corners <input type="text"/>		
	<input type="checkbox"/>	EA			
4.9.4			Add HAND RAILS on steep sidewalks, ramps and exterior stairs		
	<input type="checkbox"/>	EA	12' AT BOTH SIDES OF BUILDING 1 HC RAMP		
	<input type="checkbox"/>	EA	12' AT BOTH SIDES OF BUILDING 5 HC RAMP		
4.9.2			ENCLOSE RISERS on exterior stairs		
	<input type="checkbox"/>	EA	number <input type="text"/>	width <input type="text"/>	height <input type="text"/>

INDOORS

4.1.3(3)			OFFICE	<input type="checkbox"/> NONE	Existing door width	36" ▼
			Adjust room size by relocating wall.			
4.13.5		EA	Replace existing door w/ 3' 0" including lever hardware.			
4.13.10		EA	Door closer. <input type="checkbox"/> add <input type="checkbox"/> adjust			
4.13.8		EA	Threshold. <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp			
4.13.9		EA	Replace hardware on entrance lockset (keyed) with lever type.			
4.5.3		SF	Replace <input type="checkbox"/> carpet <input type="checkbox"/> tile			
4.2.5	<input type="checkbox"/>	EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> A/C switch <input type="checkbox"/> fire extinguisher			
			Move furniture for clearance.			
4.34.6			KITCHEN	<input checked="" type="checkbox"/> NONE		
0.1			Adjust room size by relocating wall.			
0.5		EA	Sink <input type="checkbox"/> relocate <input type="checkbox"/> replace			
0.5(4)		PR	Replace faucet handles with levers.			
0.5(7)		EA	Reroute under sink for knee clearance and wrap. <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply pipes			
0.5(8)		SET	Wrap Water Supply and Drain Pipe.			
0.5(5)		LF	Remove under counter cabinet(s). <input type="checkbox"/> at sink			
0.4(1)		LF	Lower counter. <input type="checkbox"/> at sink			
		LF	Replace Base Cabinets with accessible cabinets			
4.24.3		EA	Modify under sink/counter cabinets for height &/or knee & toe clearances.			
4.2.5		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> A/C switch <input type="checkbox"/> fire extinguisher			
4.16			RESTROOMS	<input checked="" type="checkbox"/> NONE	Existing door width	36" ▼
			Increase room size by relocating wall.			
4.2.5		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> heater			
4.13.5		EA	Replace existing door w/ 3' 0" including lever hardware.			
4.16.2		EA	Reverse swing of existing 3' 0" door.			
4.13.9		EA	Replace existing hardware with lever hardware.			
4.19.2		EA	Lavatory <input type="checkbox"/> relocate <input type="checkbox"/> remove <input type="checkbox"/> remove vanity			
4.19.5		PR	Replace faucet handles with levers.			
		EA	Reroute under sink for knee clearance and wrap. <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply pipes			
4.19.4		SET	Wrap lavatory water supply and drain pipe.			
4.2.5		EA	Relocate paper towel dispenser.			
4.16.6		EA	Relocate toilet paper holder.			
4.19.6		EA	Relocate mirrors (reflecting surface should not be higher than 40")			
A4.19.6		EA	Install closet door type mirror <input type="checkbox"/> on wall <input type="checkbox"/> on back of door			
		EA	Modify under sink/counter cabinets for knee & toe clearances.			
4.16.5	<input type="checkbox"/>	EA	Relocate flush handle to clear floor space side.			
4.16.2	<input type="checkbox"/>	EA	Commode <input type="checkbox"/> relocate <input type="checkbox"/> replace			
4.16.4	<input type="checkbox"/>	EA	Install grab bars @ commode & reinforce wall.			

REF	QUAN	UNIT	DESCRIPTION	WHERE	DRAWING#
4.34.7			LAUNDRY FACILITIES <input type="checkbox"/> NONE Common units in each building (12 set)	Existing door width	36" ▼
			Adjust room size by relocating wall.		
4.13.5		EA	Replace existing door w/ 3' 0" including lever hardware.		
4.13.10		EA	Door closer <input type="checkbox"/> add <input type="checkbox"/> adjust		
4.13.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.9		EA	Replace hardware on entrance lockset (keyed) with lever hardware.		
4.2.5		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> A/C switch <input type="checkbox"/> fire extinguisher		
FHA 2.27		EA	Sink <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> remove base cabinets		
4.19.5		PR	Replace faucet handles with levers.		
		EA	Reroute under sink for knee clearance and wrap. <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply pipes (front load)		
4.34.7.2	xx	EA	Replace Washing Machine. <input type="checkbox"/> owned <input checked="" type="checkbox"/> leased		See Note
4.34.7.2		EA	Replace Clothes Dryer. <input type="checkbox"/> owned <input type="checkbox"/> leased		
		EA	Relocate <input type="checkbox"/> Washer <input type="checkbox"/> Dryer for clear floor access		
4.32.4		EA	Relocate or modify work surface for height/depth &/or knee clearance. <input type="checkbox"/> folding Shelf <input type="checkbox"/> folding table <input type="checkbox"/> lower existing surface		
Fig-38		EA	Lower clothes rod.		
4.33			COMMUNITY ROOM, HALLS, OTHER <input type="checkbox"/> NONE	Existing door width	▼
			Adjust room size by relocating wall.		
4.13.5		EA	Replace existing door w/ 3' 0" including lever hardware.		
4.13.10		EA	Door closer <input type="checkbox"/> add <input type="checkbox"/> adjust		
4.13.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.9		EA	Replace hardware on entrance lockset (keyed) with lever hardware.		
		EA	Add panic bar operated lock.		
4.32		EA	Relocate or modify storage for height/depth.		
4.5.3		SF	Replace <input type="checkbox"/> carpet <input type="checkbox"/> tile,		
4.2.5		EA	Relocate <input type="checkbox"/> switch <input type="checkbox"/> thermostat <input type="checkbox"/> A/C switch <input type="checkbox"/> fire,ext. <input type="checkbox"/> shelf		
			Move furniture for clearance.		
4.28.3		EA	Smoke / fire alarms for the hearing impaired. <input type="checkbox"/> office <input type="checkbox"/> laundry <input type="checkbox"/> community room		


Field Inspector

Inspector's Signature, Date and Title

Owner's Signature and Date

Attachments: Detail drawings
 Photos

Other Notes: Complex has 6 designated accessible units.
But are only required to have 5% which is 5.
The additional unit was inspected, but not included in the 504 Transition Plan or Estimates.
1. Washers and dryers are extremely close to lower reach limits. Recommend installing pedestals to make higher and more accessible.

April 10, 2012

Parkview Apartments
Boyer City, MI

25 1606 9650

Zeffert & Associates Handicapped Accessibility Review Field Audit Checklist, Accessible Unit

Accessible

2

3

Type

Bedrooms

Apt #

REF	QUAN	UNIT	DESCRIPTION	WHERE	PHOTO #
PRIMARY ENTRANCE					
4.13		EA	Lower peep hole to 48 inches	Existing door width	36" ▼
4.13.9		EA	Replace existing hardware with lever hardware		
4.13.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.6		EA	Landing <input type="checkbox"/> pervious, too low <input type="checkbox"/> impervious, > 1/2" below unit floor		
SECONDARY ENTRANCE					
4.13		EA	Replace door hinges with swing clear type for nominal 32" clearance	Existing door width	32" ▼
0.9		EA	Replace existing hardware with lever hardware		
0.8		EA	Replace sliding glass doors that do not have 32" nominal clearance		
4.13.6		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
		EA	Landing <input type="checkbox"/> pervious, > 1/2" below unit floor, <input type="checkbox"/> impervious, > 4" below unit floor		
KITCHEN					
4.34.6			Adjust room size by relocating wall		
0.5		EA	Sink <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> lower		
0.5(4)		PR	Replace faucet handles with levers		
0.5(7)		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply pipes		
0.5(8)		SET	Wrap water supply and drain pipe		
0.5(5)		LF	Remove cabinet(s) <input type="checkbox"/> under sink <input type="checkbox"/> provide 30" work space		
0.4(1)		LF	Lower counters		
		LF	Replace Base Cabinets with accessible cabinets		
0.5(7)		EA	Modify under sink/counter cabinets for height &/or knee & toe clearances		19
0.10(1) (2)	xx	LF	Modify Storage for Height <input type="checkbox"/> provide shelf above counter <input type="checkbox"/> lower wall cabinets <input checked="" type="checkbox"/> door pulls		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.27		SET	Relocate range hood light and fan switches		
0.7		EA	Oven/Range <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that is self-cleaning and has front controls		
0.8		EA	Refrigerator <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that has 50% of freezer space below 54"		
BATHROOM					
4.34.5			Adjust room size by relocating wall	Existing door width	37" ▼
4.13.5		EA	Replace existing door w/ 3' 0" including lever hardware		
		EA	Install spring loaded hinge pin to function as door closer		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> heater <input type="checkbox"/> other		
0.3		EA	Lavatory <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> remove vanity		
4.19.5		PR	Replace faucet handles with levers		
		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply		
4.19.4		SET	Wrap lavatory water supply and drain pipe		
Fig-47b		EA	Relocate toilet paper holder		
A4.19.6		EA	Install closet door type mirror <input type="checkbox"/> on wall <input type="checkbox"/> on back of door		
4.34.5.3(3)		EA	Relocate medicine cabinet at accessible height		
0.3(3)		EA	Relocate shelf & storage heights		
Fig-31		EA	Modify under sink/counter cabinets for knee & toe clearances		
4.16.5	1	EA	Relocate flush handle to clear floor space		
Fig-47a	1	EA	Commode <input checked="" type="checkbox"/> relocate <input type="checkbox"/> replace currently @ 21" from centerline of commode		
Fig-29		EA	Install grab bars @ commode & reinforce wall		
Fig-34		EA	Replace tub/shower with accessible unit (incl. grab bars and hand held spray)		
4.34.5.4(5)		EA	Provide handheld sprayer w/slide bar in tub/shower		
5.4(2)		EA	Provide transfer seat for tub/shower		
5.4(4)		EA	Relocate tub or shower control valve		
Fig-34		EA	Install grab bars in tub/shower & reinforce wall		

REF	QUAN	UNIT	DESCRIPTION	WHERE	DRAWING#
4.34.2			LIVING ROOM/DINING ROOM	Existing door width	
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth		
4.34.2			HALLWAYS <input type="checkbox"/> NONE	Existing door width	
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3	3	LF	Lower clothes rod and shelf in closets		
Fig-38	1	EA	Relocate or modify storage for height/depth. Shelf and rod currently @ 72"		
4.34.2			BEDROOM 1	Existing door width	36"
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			BEDROOM 2 <input type="checkbox"/> NONE	Existing door width	32"
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
			MISCELLANEOUS	Existing door width	
4.27.3		EA	Install switch for A/C outlet		
		EA	Replace threshold with low rise model		
4.25		EA	Replace outside storage hardware with lever hardware		
	1	EA	Lower breaker panel		

Notes:

Zeffert & Associates
Handicapped Accessibility Review
Field Audit Checklist, Accessible Unit

Accessible

2

30

Type

#Bedrooms

Apt #

REF UFAS	QUAN	UNIT	DESCRIPTION	WHERE	PHOTO #
4.13 PRIMARY ENTRANCE					
		EA	Lower peep hole to 46 inches	Existing door width	38"
4.13.9		EA	Replace existing hardware with lever hardware		
4.13.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.6		EA	Landing <input type="checkbox"/> previous, too low <input type="checkbox"/> impervious, > 1/2" below unit floor		
4.13 SECONDARY ENTRANCE <input type="checkbox"/> NONE					
		EA	Replace door hinges with swing clear type for nominal 32" clearance	Existing door width	32"
0.9		EA	Replace existing hardware with lever hardware		
		EA	Replace sliding glass doors that do not have 32" nominal clearance		
0.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.6		EA	Landing <input type="checkbox"/> previous, > 1/2" below unit floor, in <input type="checkbox"/> previous, > 4" below unit floor		
4.34.6 KITCHEN					
		EA	Adjust room size by relocating wall		
0.5		EA	Sink <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> lower		
0.5(4)		PR	Replace faucet handles with levers		
0.5(7)		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply pipes		
0.5(8)		SET	Wrap water supply and drain pipe		
0.5(5)		LF	Remove cabinet(s) <input type="checkbox"/> under sink <input type="checkbox"/> provide 30" work space		
0.4(1)		LF	Lower counters		
		LF	Replace Base Cabinets with accessible cabinets		19
0.5(7)		EA	Modify under sink/counter cabinets for height &/or knee & toe clearances		
0.10(1)(2)	7	LF	Modify Storage for Height <input type="checkbox"/> provide shelf above counter <input type="checkbox"/> lower wall cabinets do <input type="checkbox"/> DIS		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.27		SET	Relocate range hood light and fan switches		
0.7		EA	Oven/Range <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that is self-cleaning and has front controls		
0.8		EA	Refrigerator <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that has 50% of freezer space below 54"		
4.34.5 BATHROOM					
			Adjust room size by relocating wall	Existing door width	36"
4.13.5		EA	Replace existing door w/ 3' 0" including lever hardware		
		EA	Install spring loaded hinge pin to function as door closer		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> heater <input type="checkbox"/> other		
0.3		EA	Lavatory <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> remove vanity		
4.19.5		PR	Replace faucet handles with levers		
		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply		
4.19.4		SET	Wrap lavatory water supply and drain pipe		
Fig-47b		EA	Relocate toilet paper holder		
A4.19.6		EA	Install closet door type mirror <input type="checkbox"/> on wall <input type="checkbox"/> on back of door		
4.34.5.3(3)		EA	Relocate medicine cabinet at accessible height		
0.3(3)		EA	Relocate shelf & storage heights		
Fig-31		EA	Modify under sink/counter cabinets for knee & toe clearances		
4.16.5	1	EA	Relocate flush handle to clear floor space		
Fig-47a	1	EA	Commode <input type="checkbox"/> relocate <input type="checkbox"/> replace Currently @ 20"		
Fig-29	xx	EA	Install grab bars @ commode & reinforce wall Raise to 36" of top of grabbing surface		
Fig-34		EA	Replace tub/shower with accessible unit (incl grab bars and hand held spray)		
4.34.5.4(5)		EA	Provide handheld sprayer w/ side bar in tub/shower		
5.4(2)		EA	Provide transfer seat for tub/shower		
5.4(4)		EA	Relocate tub or shower control valve		
Fig-34		EA	Install grab bars in tub/shower & reinforce wall		

REF	QUAN	UNIT	DESCRIPTION	WHERE	DRAWING#
4.34.2			LIVING ROOM/DINING ROOM	Existing door width	
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			HALLWAYS <input type="checkbox"/> NONE	Existing door width	
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			BEDROOM 1 OK	Existing door width	36" ▼
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			BEDROOM 2 <input type="checkbox"/> NONE OK	Existing door width	36" ▼
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
			MISCELLANEOUS	Existing door width	
4.27.3		EA	Install switch for A/C outlet		
		EA	Replace threshold with low rise model		
4.25		EA	Replace outside storage hardware with lever hardware		
		OK	Lower breaker panel		

Notes:

April 10, 2012

Parkview Apartments
Boyer City, MI

25 1606 9660

Zeffert & Associates Handicapped Accessibility Review Field Audit Checklist, Accessible Unit

Accessible

2

67

Type

Bedrooms

Apt #

REF	QUAN	UNIT	DESCRIPTION	WHERE	PHOTO #
PRIMARY ENTRANCE					
4.13			Existing door width	36"	
		EA	Lower peep hole to 48 inches		
4.13.9		EA	Replace existing hardware with lever hardware		
4.13.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.6		EA	Landing <input type="checkbox"/> previous, too low <input type="checkbox"/> impervious, > 1/2" below unit floor		
SECONDARY ENTRANCE					
4.13			Existing door width	32"	
		EA	Replace door hinges with swing clear type for nominal 32" clearance		
0.9		EA	Replace existing hardware with lever hardware		
		EA	Replace sliding glass doors that do not have 32" nominal clearance		
0.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.6		EA	Landing <input type="checkbox"/> previous, > 1/2" below unit floor, <input type="checkbox"/> previous, > 4" below unit floor		
KITCHEN					
4.34.6			Adjust room size by relocating wall		
0.5		EA	Sink <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> lower		
0.5(4)		PR	Replace faucet handles with levers		
0.5(7)		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply pipes		
0.5(8)		SET	Wrap water supply and drain pipes		
0.5(5)		LF	Remove cabinet(s) <input type="checkbox"/> under sink <input type="checkbox"/> provide 30" work space		
0.4(1)		LF	Lower counters		
		LF	Replace Base Cabinets with accessible cabinets		
0.5(7)		EA	Modify under sink/counter cabinets for height &/or knee & toe clearances		
0.10(1)(2)	7	LF	Modify Storage for Height <input type="checkbox"/> inside shelf above counter <input type="checkbox"/> over wall cabinets <input type="checkbox"/> do pulls		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.27		SET	Relocate range hood light and fan switches		
0.7		EA	Oven/Range <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that is self-cleaning and has front controls		
0.8		EA	Refrigerator <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that has 50% of freezer space below 54"		
BATHROOM					
4.34.6			Existing door width	36"	
		EA	Adjust room size by relocating wall		
4.13.5		EA	Replace existing door w/ 3' 0" including lever hardware		
		EA	Install spring loaded hinge pin to function as door closer		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> heater <input type="checkbox"/> other		
0.3		EA	Lavatory <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> remove vanity		
4.19.5		PR	Replace faucet handles with levers		
		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply		
4.19.4		SET	Wrap lavatory water supply and drain pipe		
Fig-47b		EA	Relocate toilet paper holder		
A4.19.6		EA	Install closet door type mirror <input type="checkbox"/> on wall <input type="checkbox"/> on back of door		
4.34.5.3(3)		EA	Relocate medicine cabinet at accessible height		
0.3(3)		EA	Relocate shelf & storage heights		
Fig-31		EA	Modify under sink/counter cabinets for knee & toe clearances		
4.16.5		EA	Relocate flush handle to clear floor space		
Fig-47a	1	EA	Commode <input type="checkbox"/> relocate <input type="checkbox"/> replace Currently @ 22"		
Fig-29		EA	Install grab bars @ commode & reinforce wall		
Fig-34		EA	Replace tub/shower with accessible unit (incl. grab bars and hand held spray)		
4.34.5.4(5)		EA	Provide handheld sprayer w/ slide bar in tub/shower		
5.4(2)		EA	Provide transfer seat for tub/shower		
5.4(4)	1	EA	Relocate tub or shower control valve		
Fig-34		EA	Install grab bars to tub/shower & reinforce wall		

REF	QUAN	UNT	DESCRIPTION	WHERE	DRAWING#
4.34.2			LIVING ROOM/DINING ROOM	Existing door width	
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			HALLWAYS <input type="checkbox"/> NONE	Existing door width	
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			BEDROOM 1 OK	Existing door width	36"
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			BEDROOM 2 <input type="checkbox"/> NONE OK	Existing door width	36"
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
			MISCELLANEOUS	Existing door width	
4.27.3		EA	Install switch for A/C outlet		
		EA	Replace threshold with low rise model		
4.25		EA	Replace outside storage hardware with lever hardware		
		OK	Lower breaker panel		

Notes:

Zeffert & Associates
Handicapped Accessibility Review
Field Audit Checklist, Accessible Unit

Accessible

Bedrooms

Apt #

Type

Bedrooms

Apt #

REF	QUAN	UNIT	DESCRIPTION	WHERE	PHOTO #
PRIMARY ENTRANCE					
4.13			Existing door width	36"	
		EA	Lower peep hole to 48 inches		
4.13.9		EA	Replace existing hardware with lever hardware		
4.13.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.6		EA	Landing <input type="checkbox"/> previous, too low <input type="checkbox"/> impervious, > 1/2" below unit floor		
SECONDARY ENTRANCE					
4.13			Existing door width	32"	
		EA	Replace door hinges with swing clear type for nominal 32" clearance		
0.9		EA	Replace existing hardware with lever hardware		
		EA	Replace sliding glass doors that do not have 32" nominal clearance		
0.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.6		EA	Landing <input type="checkbox"/> previous, > 1/2" below unit floor, <input type="checkbox"/> previous, > 4" below unit floor		
KITCHEN					
4.34.6			Adjust room size by relocating wall		
0.5		EA	Sink <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> lower		
0.5(4)		PR	Replace faucet handles with levers		
0.5(7)		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply pipes		
0.5(8)		SET	Wrap water supply and drain pipe		
0.5(5)		LF	Remove cabinet(s) <input type="checkbox"/> under sink <input type="checkbox"/> provide 30" work space		
0.4(1)		LF	Lower counters		
		LF	Replace Base Cabinets with accessible cabinets		
0.5(7)		EA	Modify under sink/counter cabinets for height &/or knee & toe clearances	19	
0.10(1) (2)	xxx	LF	Modify Storage for Height <input type="checkbox"/> provide shelf above counter <input type="checkbox"/> over wall cabinets <input type="checkbox"/> door pulls		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.27		SET	Relocate range hood light and fan switches		
0.7		EA	Oven/Range <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that is self-cleaning and has front controls		
0.8		EA	Refrigerator <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that has 50% of freezer space below 54"		
BATHROOM					
4.34.5			Existing door width	36"	
4.13.5		EA	Replace existing door w/ 3' 0" including lever hardware		
		EA	Install spring loaded hinge pin to function as door closer		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> heater <input type="checkbox"/> other		
0.3		EA	Lavatory <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> remove vanity		
4.19.5		PR	Replace faucet handles with levers		
		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply		
4.19.4		SET	Wrap lavatory water supply and drain pipe		
Fig. 47b		EA	Relocate toilet paper holder		
A4.19.6		EA	Install closet door type mirror <input type="checkbox"/> on wall <input type="checkbox"/> on back of door		
4.34.5-3(3)		EA	Relocate medicine cabinet at accessible height		
0.3(3)		EA	Relocate shelf & storage heights		
Fig. 31		EA	Modify under sink/counter cabinets for knee & toe clearances		
4.16.5	1	EA	Relocate flush handle to clear floor space		
Fig. 47a	1	EA	Commode <input type="checkbox"/> relocate <input type="checkbox"/> replace currently @ 24" from centerline of commode		
Fig. 29	xxx	EA	Install grab bars @ commode & reinforce wall Grab bars needs required heights and spacing.	Note	
Fig. 34		EA	Replace tub/shower with accessible unit (incl grab bars and hand held spray)		
4.34.5-4(5)		EA	Provide handheld sprayer w/ slide bar in tub/shower		
5.4(2)		EA	Provide transfer seat for tub/shower		
5.4(4)		EA	Relocate tub or shower control valve		
Fig. 34		EA	Install grab bars in tub/shower & reinforce wall		

REF	QUAN	UNIT	DESCRIPTION	WHERE	DRAWING#
4.34.2			LIVING ROOM/DINING ROOM	Existing door width	
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3	1	EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other	Patio switch	
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			HALLWAYS	Existing door width	
			<input type="checkbox"/> NONE		
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			BEDROOM 1	Existing door width	36'
			OK		
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			BEDROOM 2	Existing door width	
			<input checked="" type="checkbox"/> NONE		
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
			MISCELLANEOUS	Existing door width	
4.27.3		EA	Install switch for A/C outlet		
		EA	Replace threshold with low rise model		
4.25		EA	Replace outside storage hardware with lever hardware		
	1	EA	Lower breaker panel		

Notes: 1. Bathroom commode side grab bar need to be adjusted to 12" from the corner of wall.

April 10, 2012

Parkview Apartments
Bozoyne City, MI

25 1606 9660

Zeffert & Associates Handicapped Accessibility Review Field Audit Checklist, Accessible Unit

Accessible

1

36

Type

Bedrooms

Apt #

REF	QUAN	UNIT	DESCRIPTION	WHERE	PHOTO #
PRIMARY ENTRANCE					
4.13			Existing door width	36'	
		EA	Lower peep hole to 48 inches		
4.13.9		EA	Replace existing hardware with lever hardware		
4.13.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.6		EA	Landing <input type="checkbox"/> previous, too low <input type="checkbox"/> impervious, > 1/2" below unit floor		
SECONDARY ENTRANCE					
4.13			Existing door width	32'	
		EA	Replace door hinges with swing clear type for nominal 32" clearance		
0.9		EA	Replace existing hardware with lever hardware		
		EA	Replace sliding glass doors that do not have 32" nominal clearance		
0.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.6		EA	Landing <input type="checkbox"/> previous, > 1/2" below unit floor, <input type="checkbox"/> obvious, > 4" below unit floor		
KITCHEN					
4.34.6			Adjust room size by relocating wall		
0.5		EA	Sink <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> lower		
0.5(4)		PR	Replace faucet handles with levers		
0.5(7)		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply pipes		
0.5(8)		SET	Wrap water supply and drain pipe		
0.5(5)		LF	Remove cabinet(s) <input type="checkbox"/> under sink <input type="checkbox"/> provide 30" work space		
0.4(1)		LF	Lower counters		
		LF	Replace Base Cabinets with accessible cabinets		
0.5(7)		EA	Modify under sink/counter cabinets for height &/or knee & toe clearances		
0.10(1)(2)	xxx	LF	Modify Storage for Height <input type="checkbox"/> shelf above counter <input type="checkbox"/> over wall cabinets <input type="checkbox"/> door pulls		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.27		SET	Relocate range hood light and fan switches		
0.7		EA	Oven/Range <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that is self-cleaning and has front controls		
0.8		EA	Refrigerator <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that has 50% of freezer space below 54"		
BATHROOM					
4.34.5			Existing door width	36'	
4.13.5		EA	Adjust room size by relocating wall		
		EA	Replace existing door w/ 3' 0" including lever hardware		
		EA	Install spring loaded hinge pin to function as door closer		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> heater <input type="checkbox"/> other		
0.3		EA	Lavatory <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> remove vanity		
4.19.5		PR	Replace faucet handles with levers		
		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply		
4.19.4		SET	Wrap lavatory water supply and drain pipe		
Fig-47b		EA	Relocate toilet paper holder		
A4.19.6		EA	Install closet door type mirror <input type="checkbox"/> on wall <input type="checkbox"/> on back of door		
4.34.5.3(3)		EA	Relocate medicine cabinet at accessible height		
0.3(3)		EA	Relocate shelf & storage heights		
Fig-31		EA	Modify under sink/counter cabinets for knee & toe clearances		
4.16.5	1	EA	Relocate flush handle to clear floor space		
Fig-47a	OK	EA	Commode <input type="checkbox"/> relocate <input type="checkbox"/> replace		
Fig-29		EA	Install grab bars @ commode & reinforce wall		
Fig-34		EA	Replace tub/shower with accessible unit (incl. grab bars and hand held spray)		
4.34.5.4(5)		EA	Provide handheld sprayer w/slide bar in tub/shower		
5.4(2)		EA	Provide transfer seat for tub/shower		
5.4(4)		EA	Relocate tub or shower control valve		
Fig-34		EA	Install grab bars in tub/shower & reinforce wall		

REF	QUAN	UNIT	DESCRIPTION	WHERE	DRAWING#
4.34.2			LIVING ROOM/DINING ROOM	Existing door width	
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			HALLWAYS <input type="checkbox"/> NONE	Existing door width	
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			BEDROOM 1 <input type="checkbox"/> OK	Existing door width	36" ▼
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			BEDROOM 2 <input type="checkbox"/> NONE	Existing door width	
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
			MISCELLANEOUS	Existing door width	
4.27.3		EA	Install switch for A/C outlet		
		EA	Replace threshold with low rise model		
4.25		EA	Replace outside storage hardware with lever hardware		
		OK	Lower breaker panel		

Notes:

April 10, 2012

Parkview Apartments
Boyer City, MI

25 1606 9650

Zeffert & Associates Handicapped Accessibility Review Field Audit Checklist, Accessible Unit

Accessible

Bedrooms

Apt #

Type

Bedrooms

Apt #

REF	QUAN	UNIT	DESCRIPTION	WHERE	PHOTO #
4.13 PRIMARY ENTRANCE					
		EA	Lower peep hole to 48 inches	Existing door width	36"
4.13.9		EA	Replace existing hardware with lever hardware		
4.13.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.6		EA	Landing <input type="checkbox"/> previous, too low <input type="checkbox"/> impervious, > 1/2" below unit floor		
4.13 SECONDARY ENTRANCE <input type="checkbox"/> NONE					
		EA	Replace door hinges with swing clear type for nominal 32" clearance	Existing door width	32"
0.9		EA	Replace existing hardware with lever hardware		
		EA	Replace sliding glass doors that do not have 32" nominal clearance		
0.8		EA	Threshold <input type="checkbox"/> replace <input type="checkbox"/> provide inside ramp		
4.13.9		EA	Landing <input type="checkbox"/> previous, > 1/2" below unit floor, <input type="checkbox"/> previous, > 4" below unit floor		
4.34.6 KITCHEN					
			Adjust room size by relocating wall		
0.5		EA	Sink <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> lower		
0.5(4)		PR	Replace faucet handles with levers		
0.5(7)		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply pipes		
0.5(8)		SET	Wrap water supply and drain pipe		
0.5(5)		LF	Remove cabinet(s) <input type="checkbox"/> under sink <input type="checkbox"/> provide 30" work space		
0.4(1)		LF	Lower counters		
		LF	Replace Base Cabinets with accessible cabinets		19
0.5(7)		EA	Modify under sink/counter cabinets for height &/or knee & toe clearances		
0.10(1)(2)	xxx	LF	Modify Storage for Height <input type="checkbox"/> under shelf above counter <input type="checkbox"/> tier wall cabinets <input type="checkbox"/> do pulls		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.27		SET	Relocate range hood light and fan switches		
0.7		EA	Oven/Range <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that is self-cleaning and has front controls		
0.8	xxx	EA	Refrigerator <input type="checkbox"/> relocate <input type="checkbox"/> replace with model that has 50% of freezer space below 54"		note
4.34.5 BATHROOM					
			Adjust room size by relocating wall	Existing door width	36"
4.13.5		EA	Replace existing door w/ 3' 0" including lever hardware		
		EA	Install spring loaded hinge pin to function as door closer		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> heater <input type="checkbox"/> other		
0.3		EA	Lavatory <input type="checkbox"/> relocate <input type="checkbox"/> replace <input type="checkbox"/> remove vanity		
4.19.5		PR	Replace faucet handles with levers		
		EA	Reroute under sink for knee clearance and wrap <input type="checkbox"/> drain pipe <input type="checkbox"/> water supply		
4.19.4		SET	Wrap lavatory water supply and drain pipe		
Fig. 47b		EA	Relocate toilet paper holder		
A4 19.6		EA	Install closet door type mirror <input type="checkbox"/> on wall <input type="checkbox"/> on back of door		
4.34.5.3(3)		EA	Relocate medicine cabinet at accessible height		
0.3(3)		EA	Relocate shelf & storage heights		
Fig. 31		EA	Modify under sink/counter cabinets for knee & toe clearances		
4.16.5	1	EA	Relocate flush handle to clear floor space		
Fig. 47a	1	EA	Commode <input type="checkbox"/> relocate <input type="checkbox"/> replace currently @ 22", also commode is only 15" high re		
Fig. 29		EA	Install grab bars @ commode & reinforce wall		
Fig. 34		EA	Replace tub/shower with accessible unit (incl. grab bars and hand held spray)		
4.34.5.4(5)		EA	Provide handheld sprayer w/ side bar in tub/shower		
5.4(2)		EA	Provide transfer seat for tub/shower		
5.4(4)		EA	Relocate tub or shower control valve		
Fig. 34		EA	Install grab bars in tub/shower & reinforce wall		

REF	QUAN	UNIT	DESCRIPTION	WHERE	DRAWING#
4.34.2			LIVING ROOM/DINING ROOM	Existing door width	▼
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			HALLWAYS	Existing door width	▼
			<input type="checkbox"/> NONE		
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
		EA	Replace existing hardware with lever hardware		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			BEDROOM 1	Existing door width	36" ▼
			OK		
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
4.34.2			BEDROOM 2	Existing door width	▼
			<input type="checkbox"/> NONE		
			Adjust room size by relocating wall		
4.13.5		EA	Replace existing interior door with 3' 0" door (hollow luan w/ lever handle)		
4.13.9		EA	Replace existing hardware with lever hardware <input type="checkbox"/> entry <input type="checkbox"/> closet		
		EA	Replace door hinge with swing clear type & remove the stops below the latch		
4.27.3		EA	Relocate <input type="checkbox"/> light switch <input type="checkbox"/> thermostat <input type="checkbox"/> receptacle <input type="checkbox"/> other		
4.25.3		LF	Lower clothes rod and shelf in closets		
Fig-38		EA	Relocate or modify storage for height/depth.		
			MISCELLANEOUS	Existing door width	▼
4.27.3		EA	Install switch for A/C outlet		
		EA	Replace threshold with low rise model		
4.25		EA	Replace outside storage hardware with lever hardware		
		OK	EA Lower breaker panel		

Notes: Recommend reverse swinging the doors on the refrigerator for accessibility.

ALTHOUGH LISTED IN THE INSPECTIONS THIS HC UNIT IS NOT REQUIRED IN THE TRANSITION PLAN OR ESTIMATES DUE TO THE 5% REQUIREMENT, WHICH IS 5 UNITS FOR THIS PROPERTY NOT 6 (ADDED IN INSPECTIONS PER PROPERTY MANAGER REQUEST)

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
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PARKVIEW APARTMENTS - BOYNE CITY, MICHIGAN

COMMON AREAS, INCLUDING PARKING

----- OUTDOORS -----

REPAVE FOUR HANDICAPPED PARKING SPACES AND MAKE LEVEL ASPHALT PAVING AND CURB REMOVAL -- \$250 MINIMUM CHARGE

Paving and curb removal These costs include breaking out the paving or curb for ADA improvements, loading and hauling debris to a legal dump within 6 miles but no dump fees. Equipment cost per hour is for one 90 CFM air compressor, one paving breaker with jackhammer bits, one 55 HP wheel loader with integral backhoe and one 5 CY dump truck. The figures in parentheses show the approximate "loose" volume of the materials (volume after being demolished). Use \$250 as a minimum charge for this type work and add dump charges as a separate item.

Asphalt paving removal

Asphalt paving, depths to 3" (27 SF per CY)

756.00	C3@30.24	SF	0.00	1,086.98	839.16	1,926.14
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Asphalt paving for parking areas, 6" paving over 6" aggregate base

Cost per SF of parking lot

756.00	P5@19.65	SF	3,168.77	668.91	725.76	4,563.44
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**Subtotal: ASPHALT PAVING BY SQ. FT.

49.9			3,168.77	1,755.89	1,564.92	6,489.58
------	--	--	----------	----------	----------	----------

MARK HANDICAPPED PARKING WITH STRIPES AND SYMBOL

Mark parking stall with handicapped symbol

Reflectorized stripes and symbol, one color. Equipment to include a compressor, hose and spray gun, minimum daily rental \$75.00. Per stall, no striping

4.00	PA@1.700	Ea	45.65	66.80	0.00	112.45
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**Subtotal: MARK HANDICAP PARKING SPACES

1.7			45.65	66.80	0.00	112.45
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RAISE/WIDEN LANDINGS (5'x5' AT ENTRY TO UNITS 1-8, SLOPE EXCEEDS 1:12)

Slabs, Walks and Driveways Typical costs for reinforced concrete slabs-on-grade including fine grading, slab base, forms, vapor barrier, wire mesh, 3,000 PSI concrete, finishing and curing. For expanded coverage of concrete and formwork, see the National Concrete & Masonry Estimator at <http://CraftsmanSiteLicense.com>. For thickened edge slabs, add the area of the thickened edge. Use 500 square feet as a minimum.

Slabs, walks and driveways

4" thick

25.00	B5@1.725	SF	59.34	47.40	0.00	106.74
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**Subtotal: RAISE/WIDEN LANDINGS

1.7			59.34	47.40	0.00	106.74
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REMOVE EXISTING PAVING (EXISTING PAD AT UNITS 1-8)

Concrete slabs, non-reinforced, removed using pneumatic breaker. Concrete at 3,900 pounds per

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
in-place cubic yard						
Removal of non-reinforced concrete slabs						
4" slab thickness (60 SF per CY)						
25.00	BL@1.000	SF	0.00	23.50	13.25	36.75
**Subtotal: REMOVE PAVING						
	1.0		0.00	23.50	13.25	36.75

PAVE SIDEWALK FROM HC UNIT TO BARBECUE GRILL

Slabs, Walks and Driveways Typical costs for reinforced concrete slabs-on-grade including fine grading, slab base, forms, vapor barrier, wire mesh, 3,000 PSI concrete, finishing and curing. For expanded coverage of concrete and formwork, see the National Concrete & Masonry Estimator at <http://CraftsmanSiteLicense.com>. For thickened edge slabs, add the area of the thickened edge. Use 500 square feet as a minimum.

Slabs, walks and driveways

4" thick

265.00	B5@18.28	SF	628.98	502.44	0.00	1,131.42
**Subtotal: PAVE OR REPAVE						
	18.3		628.98	502.44	0.00	1,131.42

CONCRETE WORK

ADDITION CHARGE TO MEET CONCRETE WORK MINIMUM OF \$1500

1.00	--@.0000	--	0.00	0.00	0.00	225.09
**Subtotal: CONCRETE WORK						
	0.0		0.00	0.00	0.00	225.09

REACH LIMITS

RELOCATE APPLICATION BOX TO AN ACCESSIBLE HEIGHT

1.00	--@.0000	--	12.12	18.17	0.00	30.29
**Subtotal: RELOCATE APPLICATION BOX						
	0.0		12.12	18.17	0.00	30.29

Mailboxes - Accessible boxes in lower row should be assigned to Handicapped Residents

Trash - Provide assistance with trash for handicap units when requested.

RAILING FOR RAMPS (12' BOTH SIDES OF HC RAMP TO BUILDINGS 1 & 5)

Railing for ramps and landings Welded steel. Equipment cost shown is for a flatbed truck and a welding machine.

Wall-mounted handrails with brackets 5' OC, based on 12' lengths

Wall-mounted handrails with brackets

1-1/4" diam. rail, shop prime painted

48.00	H6@4.416	LF	327.24	176.71	21.12	525.07
**Subtotal: HANDRAILS						
	4.4		327.24	176.71	21.12	525.07

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
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INDOORS

OFFICE

RELOCATE THERMOSTAT

Costs listed below are for wiring new residential and light commercial buildings with Romex cable and assume circuit lengths averaging 40 feet. If flex cable is required, add \$15.00 for 15 amp circuits and \$35 for 20 amp circuits. No fixtures or appliances included except as noted. Work on second and higher floors may cost 25% more. Work performed by a qualified subcontractor.

Electrical work for wall switches
 Electrical work for receptacle outlets
 Floor outlet

1.00	--@.0000	Ea	0.00	0.00	0.00	80.00
**Subtotal: RELOCATE THERMOSTAT						
	0.0		0.00	0.00	0.00	80.00

RESTROOM

RELOCATE FLUSH HANDLE TO CLEAR SPACE

1.00	P1@.5000	--	30.30	13.86	0.00	44.16
**Subtotal: RELOCATE FLUSH HANDLE						
	0.5		30.30	13.86	0.00	44.16

LAUNDRY FACILITIES

LEASED LAUNDRY EQUIPMENT IS ACCESSIBLE, BUT EXTREMELY CLOSE TO LOWER REACH LIMITS, RECOMMEND INSTALL PEDESTALS TO RAISE MACHINES FOR BETTER ACCESSIBILITY.

Total Manhours, Material, Labor, and Equipment:						
	77.5		4,272.40	2,604.76	1,599.29	8,476.46
Total Only (Subcontract) Costs:						
						305.09
Subtotal:						8,781.55
10.00% Overhead:						878.15
10.00% Profit:						965.97
Estimate Total:						10,625.67

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
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PARKVIEW APARTMENTS - BOYNE CITY, MICHIGAN

ACCESSIBLE UNIT #3, 2 BR.

KITCHEN

DOOR PULLS						
19.00	--@.0000	--	47.98	22.52	0.00	70.49
**Subtotal: DOOR PULLS						
	0.0		47.98	22.52	0.00	70.49

BATHROOMS

RELOCATE FLUSH HANDLE TO CLEAR SPACE

1.00	P1@.5000	--	30.30	13.86	0.00	44.16
**Subtotal: RELOCATE FLUSH HANDLE						
	0.5		30.30	13.86	0.00	44.16

RELOCATE TOILET (CENTERLINE MUST BE AT 18" FROM WALL, CURRENTLY AT 21")
 NOTE: ALLOW \$1,250.00 FOR EACH UNIT. CONTACT LOCAL CONTRACTORS FOR BIDS

Disconnect waste and supply piping and reinstall

1.00	--@.0000	--	50.50	948.00	0.00	998.50
**Subtotal: RELOCATE TOILET						
	0.0		50.50	948.00	0.00	998.50

HALLWAYS

LOWER CLOTHES ROD---Per 3 FT Section

1.00	--@.0000	--	7.58	9.88	0.00	17.45
**Subtotal: LOWER CLOTHES ROD						
	0.0		7.58	9.88	0.00	17.45

RELOCATE SHELF AND STORAGE HEIGHTS

1.00	--@.0000	--	7.58	35.55	0.00	43.13
**Subtotal: RELOCATE/MODIFY STORAGE						
	0.0		7.58	35.55	0.00	43.13

MISCELLANEOUS

RELOCATE ELECTRICAL PANEL (48" TO TOP BREAKER)

Wiring per outlet or switch; wall or ceiling. Romex, non-metallic sheathed cable, 600 volt, copper with ground wire, Installation.

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
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PARKVIEW APARTMENTS- BOYNE CITY, MICHIGAN

ACCESSIBLE UNIT #34, 2 BR.

KITCHEN

LOWER WALL CABINETS

7.00	--@.0000	L.F.	88.38	221.20	0.00	309.58
**Subtotal: LOWER WALL CABINETS			0.0	88.38	221.20	0.00
						309.58

DOOR PULLS

19.00	--@.0000	--	47.98	22.52	0.00	70.49
**Subtotal: DOOR PULLS			0.0	47.98	22.52	0.00
						70.49

BATHROOMS

RELOCATE FLUSH HANDLE TO CLEAR SPACE

1.00	P1@.5000	--	30.30	13.86	0.00	44.16
**Subtotal: RELOCATE FLUSH HANDLE			0.5	30.30	13.86	0.00
						44.16

RELOCATE TOILET (CENTERLINE MUST BE AT 18" FROM WALL, CURRENTLY AT 20")
 NOTE: ALLOW \$1,250.00 FOR EACH UNIT. CONTACT LOCAL CONTRACTORS FOR BIDS

Disconnect waste and supply piping and reinstall

1.00	--@.0000	--	50.50	948.00	0.00	998.50
**Subtotal: RELOCATE TOILET			0.0	50.50	948.00	0.00
						998.50

RELOCATE GRAB BARS FOR COMMODOE INCLUDING REINFORCING WALL

Grab bars, stainless steel, wall mounted, commercial grade. Set of two required for each stall. Including mechanical fasteners and drilling of holes

Grab bars for the disabled

1-1/4" x 36" toilet partition bars

1.00	CC@1.0000	Set	0.00	39.56	0.00	39.56
**Subtotal: INSTALL GRAB BARS			1.0	0.00	39.56	0.00
						39.56

Total Manhours, Material, Labor, and Equipment:

1.5	217.15	1,245.13	0.00	1,462.28
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Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
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PARKVIEW APARTMENTS - BOYNE CITY, MICHIGAN

ACCESSIBLE UNIT #67, 2 BR.

KITCHEN

LOWER WALL CABINETS

7.00	--@.0000	L.F.	88.38	221.20	0.00	309.58
**Subtotal: LOWER WALL CABINETS			0.0	88.38	221.20	0.00
						309.58

DOOR PULLS

19.00	--@.0000	--	47.98	22.52	0.00	70.49
**Subtotal: DOOR PULLS			0.0	47.98	22.52	0.00
						70.49

BATHROOMS

RELOCATE TOILET (CENTERLINE MUST BE AT 18" FROM WALL, CURRENTLY AT 22")
 NOTE: ALLOW \$1,250.00 FOR EACH UNIT. CONTACT LOCAL CONTRACTORS FOR BIDS
 Disconnect waste and supply piping and reinstall

1.00	--@.0000	--	50.50	948.00	0.00	998.50
**Subtotal: RELOCATE TOILET			0.0	50.50	948.00	0.00
						998.50

RELOCATE TUB/SHOWER CONTROL VALVE

1.00	--@.0000	--	15.15	47.40	0.00	62.55
**Subtotal: RELOCATE TUB/SHOWER CONTROL VALVE			0.0	15.15	47.40	0.00
						62.55

Total Manhours, Material, Labor, and Equipment:

0.0	202.00	1,239.12	0.00	1,441.12
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Subtotal: 1,441.12

10.00% Overhead: 144.11

10.00% Profit: 158.52

Estimate Total: 1,743.75

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
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PARKVIEW APARTMENTS - BOYNE CITY, MICHIGAN

ACCESSIBLE UNIT #28, 1 BR.

KITCHEN

DOOR PULLS

19.00	--@.0000	--	47.98	22.52	0.00	70.49
**Subtotal: DOOR PULLS						
	0.0		47.98	22.52	0.00	70.49

BATHROOMS

RELOCATE FLUSH HANDLE TO CLEAR SPACE

1.00	P1@.5000	--	30.30	13.86	0.00	44.16
**Subtotal: RELOCATE FLUSH HANDLE						
	0.5		30.30	13.86	0.00	44.16

RELOCATE TOILET (CENTERLINE MUST BE AT 18" FROM WALL, CURRENTLY AT 24")
 NOTE: ALLOW \$1,250.00 FOR EACH UNIT. CONTACT LOCAL CONTRACTORS FOR BIDS

Disconnect waste and supply piping and reinstall

1.00	--@.0000	--	50.50	948.00	0.00	998.50
**Subtotal: RELOCATE TOILET						
	0.0		50.50	948.00	0.00	998.50

RELOCATE GRAB BARS FOR COMMUNE INCLUDING REINFORCING WALL

Grab bars, stainless steel, wall mounted, commercial grade. Set of two required for each stall. Including mechanical fasteners and drilling of holes

Grab bars for the disabled

1-1/4" x 36" toilet partition bars

1.00	CC@1.000	Set	0.00	39.56	0.00	39.56
**Subtotal: INSTALL GRAB BARS						
	1.0		0.00	39.56	0.00	39.56

LIVING ROOM/DINING ROOM

RELOCATE THERMOSTAT

Costs listed below are for wiring new residential and light commercial buildings with Romex cable and assume circuit lengths averaging 40 feet. If flex cable is required, add \$15.00 for 15 amp circuits and \$35 for 20 amp circuits. No fixtures or appliances included except as noted. Work on second and higher floors may cost 25% more. Work performed by a qualified subcontractor.

1.00	--@.0000	Ea	0.00	0.00	0.00	80.00
**Subtotal: RELOCATE THERMOSTAT						

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
	0.0		0.00	0.00	0.00	80.00

MISCELLANEOUS

RELOCATE ELECTRICAL PANEL (48" TO TOP BREAKER)

Wiring per outlet or switch; wall or ceiling. Romex, non-metallic sheathed cable, 600 volt, copper with ground wire, Installation.

1.00	EA@4.000	Ea	101.00	165.11	50.00	316.11
**Subtotal: RELOCATE OUTLET, SWITCH OR HEATER						
	4.0		101.00	165.11	50.00	316.11

Total Manhours, Material, Labor, and Equipment:						
	5.5		229.78	1,189.04	50.00	1,468.82
Total Only (Subcontract) Costs:						80.00
Subtotal:						1,548.82
10.00% Overhead:						154.88
10.00% Profit:						170.37
Estimate Total:						1,874.07

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
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PARKVIEW APARTMENTS - BOYNE CITY, MICHIGAN

ACCESSIBLE UNIT #36, 1 BR.

KITCHEN

DOOR PULLS

19.00	--@.0000	--	47.98	22.52	0.00	70.49
**Subtotal: DOOR PULLS						
	0.0		47.98	22.52	0.00	70.49

BATHROOMS

RELOCATE FLUSH HANDLE TO CLEAR SPACE

1.00	P1@.5000	--	30.30	13.86	0.00	44.16
**Subtotal: RELOCATE FLUSH HANDLE						
	0.5		30.30	13.86	0.00	44.16

Total Manhours, Material, Labor, and Equipment:

0.5	78.28	36.37	0.00	114.65
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Subtotal: 114.65

10.00% Overhead: 11.46

10.00% Profit: 12.61

Estimate Total: 138.72

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
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PARKVIEW APARTMENTS - BOYNE CITY, MICHIGAN

ACCESSIBLE UNIT #65, 1 BR.
 (NOT REQUIRED UNDER 5% RULE, BUT ALREADY IN PLACE AND INCLUDED PER MANAGEMENT REQUEST)

KITCHEN

DOOR PULLS

19.00	--@.0000	--	47.98	22.52	0.00	70.49
**Subtotal: DOOR PULLS			0.0	47.98	22.52	70.49

REVERSE SWING OF REFRIGERATOR DOOR

1.00	--@.0000	--	0.00	19.75	0.00	19.75
**Subtotal: DOOR PULLS			0.0	19.75	0.00	19.75

BATHROOMS

RELOCATE FLUSH HANDLE TO CLEAR SPACE

1.00	P1@.5000	--	30.30	13.86	0.00	44.16
**Subtotal: RELOCATE FLUSH HANDLE			0.5	30.30	13.86	44.16

RELOCATE TOILET (CENTERLINE MUST BE AT 18" FROM WALL, CURRENTLY AT 24")
 NOTE: ALLOW \$1,250.00 FOR EACH UNIT. CONTACT LOCAL CONTRACTORS FOR BIDS
 Disconnect waste and supply piping and reinstall

1.00	--@.0000	--	50.50	948.00	0.00	998.50
**Subtotal: RELOCATE TOILET			0.0	948.00	0.00	998.50

REPLACE TOILET (CURRENT TOILET ONLY 15" HIGH)

Floor mounted flush valve type, elongated vitreous china bowl,
 meets ADA requirements (18" high)

Floor mounted flush valve type water closet

Water closet, trim and valves (add rough-in)

1.00	P6@2.600	Ea	358.55	101.12	0.00	459.67
**Subtotal: REPLACE TOILET			2.6	358.55	101.12	459.67

Total Manhours, Material, Labor, and Equipment:

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
	3.1		487.32	1,105.24	0.00	1,592.57
				Subtotal:		1,592.57
				10.00% Overhead:		159.26
				10.00% Profit:		175.18
				Estimate Total:		1,927.01



Zeffert & Associates

2321 Webdon Parkway - St. Louis, MO 63146 - Tel (800) 526 4079 Fax (314) 514 7799

Capital Needs Assessment Certification of Qualifications

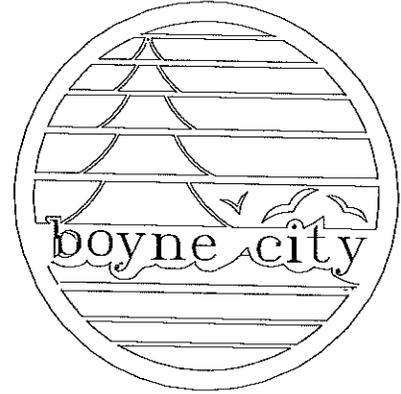
I certify that Zeffert & Associates meets the following qualifications:

1. Zeffert & Associates has no identity of interest as defined in 7 CFR Part 3560.
2. Zeffert & Associates field personnel are trained in evaluating site and building systems, health and safety conditions, physical and structural conditions, environmental and accessibility conditions and estimating costs for repairing, replacing and improving site and building components.
3. Zeffert & Associates personnel are professionally experienced in preparing and providing CNA's for multifamily housing properties similar in scope and operation to those typically financed in USDA/Rural Development's Section 515 Program.
4. Zeffert & Associates staff is knowledgeable of applicable site and building standards and codes including federal, state, and local requirements on environmental and accessibility issues.
5. Zeffert & Associates is not and has never been debarred or suspended from participating in Federally-assisted programs.

Robert H. Zeffert
Senior Principal
January 26, 2012

CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*
From: Scott McPherson, Planning Director *SM*
Date: October 13, 2015
Subject: Request of License for Use of City Property

**Background Information**

The property located at 112 S Park Street has been acquired by Michael Castiglione for the purpose of opening of Stiggs brew pup. The property is approximately 60 x 80 and is the location of the Railroad Office building. The building, which covers most of the parcel, is a two story structure with a basement that is currently used for professional office and personal service uses. The property is located in the Central Business district and the proposed use of a brew pub is a permitted use in the district.



Renovations to the building will be primarily on the inside of the structure. The only proposed structural additions on the exterior will be the addition of a wheel chair lift on the south side of the structure that has been approved by the Planning Commission and the addition of a dumpster enclosure proposed to be located on the west side of the building on city property. The

placement of the dumpster enclosure on City property requires approval by the City Commission. The applicant is also requesting a parking space in the public lot in the vicinity of the proposed wheel chair lift be designated by the City as a handicap parking space.

Dumpster Enclosure

In reviewing the request the Commission must first decide if it wishes to grant the license agreement to allow the dumpster enclosure. The proposed dumpster is to be located on the west side of the building and is proposed to be an 8' x10' enclosure on a concrete pad that would be accessed from the parking lot on the south side. A site plan and elevations showing the dumpster location and dimensions has been provided. If the Commission does decide to grant the license agreement then the Commission should review and approve the style and material used for the dumpster. It is suggested that if the City Commission does approve granting the license agreement, that the request be referred back to staff to prepare the license agreement and for the applicant to provide final designs and materials of the enclosure for City Commission approval.

At the July 20, 2015 Planning Commission meeting the proposed site plan for Stiggs was reviewed. The Planning Commission approved the site plan with the recommendation that a license agreement for encroachment onto city property for the dumpster be granted by the City Commission. As the property is located in the Mainstreet District the application is also subject to review and recommendation by the Mainstreet Design Committee. The Committee met on September 14, 2015 and made a recommendation that vinyl should be used for the dumpster enclosure. Minutes from these meeting have been attached for your review.

Designation of Handicap Parking Space

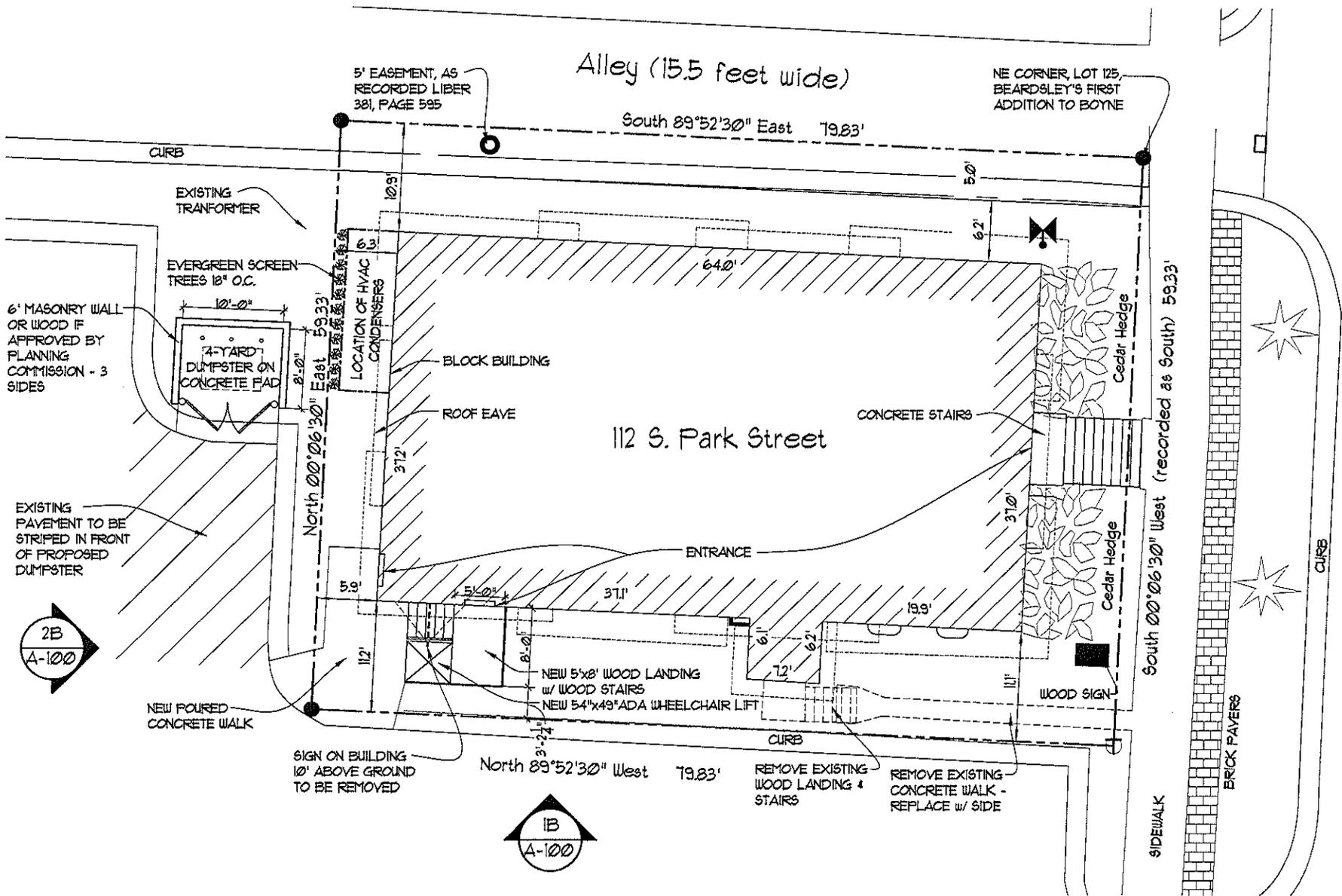
Mr. Castiglione has also requested that the City Commission designate a parking space in the adjacent public parking lot as a handicap space. The space requested to be changed would be in front of the wheel chair lift that is proposed to be added and as shown on the sketch provided by the applicant. There is an existing handicap space in the southwest corner of the same parking lot approximately 50' from the proposed lift. The attached map shows the locations of the public handicap parking spaces in the downtown area. Given the number, proximity and use of the existing handicap spaces it is staffs opinion that the designation of the requested space for handicap use is not warranted at this time. If conditions change this issue can be brought back to the City Commission for reconsideration.

Recommendation

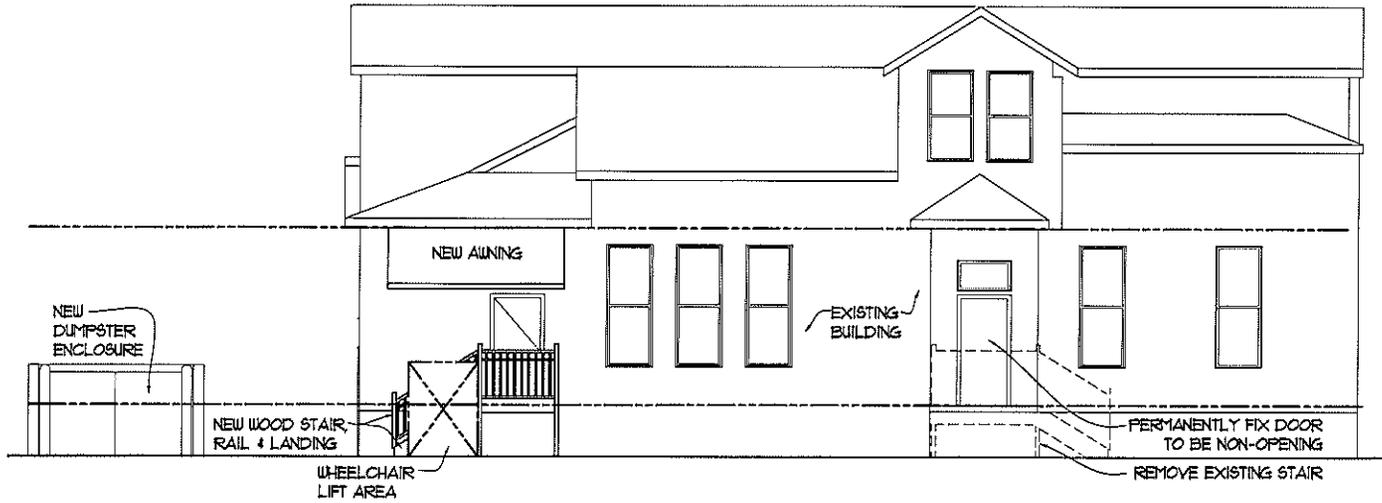
Approve the request for the use of city property for the use of a dumpster enclosure as depicted on the submitted site plan with a license agreement and final design plans and materials to be approved by City Manager and deny request for the designation of handicapped parking space.

Options

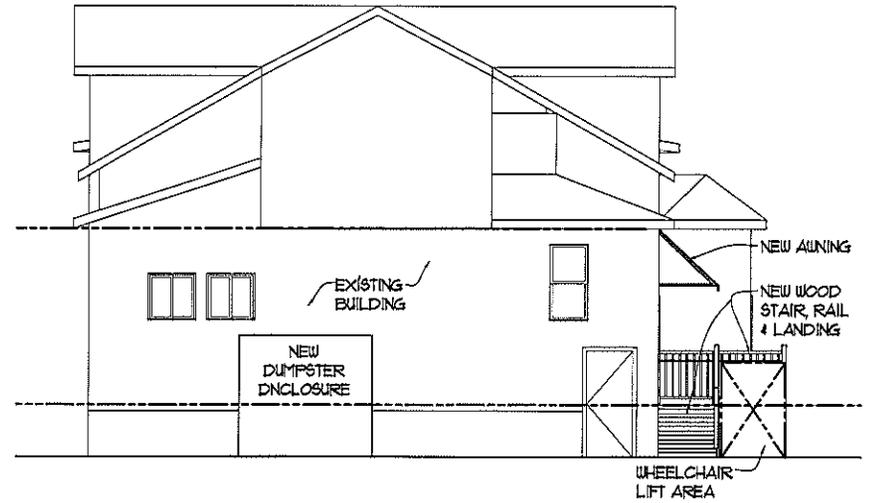
1. Approve granting a license agreement and approve the request for handicap space.
2. Do not approve a license agreement and do not approve the request for handicap parking space.
3. Do not approved the license agreement and approve the request for the handicap space.
4. Other action as determined by the Commission



PARK STREET (80 feet wide)



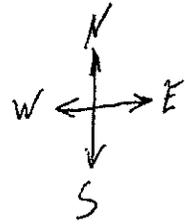
1B SOUTH ELEVATION
 A-100 SCALE: 1/4" = 1'-0"



2B WEST ELEVATION
 A-100 SCALE: 1/4" = 1'-0"

4

112 S. Park
Building

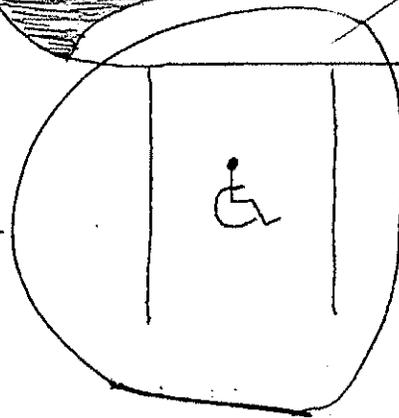
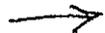


Side Walk

ENTRANCE

LIFT

Change
This Parking
Spot on
Corner into
Handicapped
Parking.



n

Handicap Parking Spaces

 Public Handicap spaces

6



**Meeting of
July 20, 2015**

Record of the proceedings of the Boyne City Planning Commission meeting held at Boyne City Hall, 319 North Lake Street, on Monday, July 20, 2015 at 5:00 pm.

Call to Order

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

Roll Call

Present: George Ellwanger, Chris Frasz, Jim Kozlowski, Tom Neidhamer, Andy Place and Joe St. Dennis

Absent: Jason Biskner (arrived at 5:04) and Jane MacKenzie

Vacancy: One

Excused Absence(s)

2015-7-20-02

MOTION

Place moved, St. Dennis seconded, PASSED UNANIMOUSLY, a motion to excuse the absence of Jason Biskner and Jane MacKenzie

Meeting Attendance

City Officials/Staff: Planning and Zoning Administrator Scott McPherson and Recording Secretary Pat Haver

Public Present: 5

Consent Agenda

2015-7-20-03

MOTION

Ellwanger moved, Neidhamer seconded, PASSED UNANIMOUSLY, a motion to approve the consent agenda; approval of the Planning Commission minutes from June 15, 2015 as presented.

**Citizen comments on
Non-Agenda Items**

None

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

Boyne on the Water is scheduled for tomorrow, July 21st from 4:00 pm to 8:00 pm in Sunset Park under the big tent. There will be structured presentations at 4:30, 5:30 and 6:30 pm to review the preliminary concepts from the previous meetings; with additional opportunities for continued input.

Unfinished Business

None

New Business

**Development Plan Review
112 S. Park Street**

Planning Director McPherson reviewed his staff report that was included in the agenda packet. After the packets were mailed out, additional information was provided by the applicant and was placed at the commissioner's seats, received and filed. The applicant is proposing to change the use of the building to a brew pub, which is a principle permitted use in the CBD, however additional parking demands for the proposed use is deficient by approximately 32 spaces. The lot space is approximately 60 ft. by 80 ft. with the building covering the majority of the area, so the ability to provide private parking is not an option; the building sits adjacent to 65 public parking spaces and within 300 feet from the structure is about 300 additional public parking spots that can be considered collective use for all of the businesses in the CBD. Under Section 24.20 the Planning Commission may approve a 20% reduction for collective use of parking spaces. The second item before the board is the encroachment onto public property for the placement of a handicap ramp and dumpster enclosure, with the understanding that detailed drawings showing the design, materials and colors must be submitted to the Mainstreet Design Committee and a lease agreement for any encroachments into public property must be approved by the City Commission. Commissioner Neidhamer wanted to advise the board that he personally knows the applicant, however, does

not have a business relationship with him, so the board felt there was not a conflict of interest in this case.

Kozlowski – Will any of the current businesses remain in the building or move?

Mike Castiglione – There is one on the second floor that might stay.

Mike Castiglione – applicant: Our intention is to open a brew pub with approximately 30 taps and a 5 barrel stainless steel brew system for craft brews; with a small restaurant. He reviewed the 9 page packet that was supplied to the commissioners' at their seats. Underground utilities were talked about, and will be investigated prior to putting down a cement slab for the dumpsters. They believe that an ADA ramp will need to be installed. The preferred location for the ramp would be off of the south side of the building, utilizing one of the existing entrances. McPherson asked if they had spoken with the Charlevoix County Building Department to see what their requirements were, they have not, and were encouraged to do so. He indicated at this point their preference for the location of the dumpster enclosure, is off of the SW corner of the building on the small grass area. Both of these locations are public property so will require permission/lease for encroachment from the City Commission. The property survey will be done within the next couple of weeks, so will know for sure at that time how much if any, encroachment will be needed. The business will have both a Class C license and a Microbrewers license. The focus will be on the brew pub and not sure if we will showcase the brew house on the main floor, or put with the majority of the brewing equipment in the basement. They are still thinking about the interior remodeling, and are not sure how large the restaurant seating will be.

St. Dennis – With all of the available public parking, there is no better location for this type of establishment than where it is being proposed.

McPherson – First step is to look at the parking and make a determination if you believe there is sufficient rationale to waive the additional requirement for the change in use. When counted there are 300 spaces of public parking available within 300 feet of the building.

With no additional board discussion, **motion by Ellwanger, seconded by St. Dennis;** based on the criteria and available public parking in the proximity of the proposed business, waive the additional parking requirements.

MOTION

Public comments opened at 5:32 pm

Lori Meeder –Main Street Program Director and tenant in the building. A lot of market studies and surveys have been done that show this is a great opportunity for the community, and there is plenty of parking available.

Jim Baumann – Chamber of Commerce: This is the perfect place for this business, and echo that there is plenty of parking available.

2015-7-20-7A

Roll Call:

Aye: Biskner, Ellwanger, Frasz, Neidhamer, and St. Dennis

Nay: Kozlowski and Place

Absent: MacKenzie

Vacancy: One

Motion Carries

The second phase of this is the encroachment on public property with the dumpster enclosure and possibly the ramp. You can not approve this aspect, but can make a recommendation to the City Commission, who will enter into a lease or agreement with them. There are other instances where something similar has occurred, the old Depot railroad train car with ramp and water tower are on public property, and they have a lease agreement with the city to allow that to happen. A survey must be done to specifically identify where the areas are, before a determination to the

extent of encroachment is. We know that there will be an encroachment, just do not know extent at this time. If the board feels uncomfortable making a recommendation prior to getting a survey, you can pass on that until the survey is done, and have them come back for a recommendation. The board felt comfortable with the location of the dumpster placement, however, would like to have the encroachment for the ramp minimized as much as possible. By recommending the encroachments, it will assist in enhancing a business opportunity, and the preferred ramp location is already an entrance into the building.

McPherson - Remember the final design must go to the Main Street Design Committee for materials and construction of the structure and City Commission once all of the information is gathered for final approval of granting a lease or agreement with the encroachments.

Open to public comment at 5:57 pm

Lori Meeder - I echo the comments from the board and am in favor of any necessary encroachments on this small strip of land, to aid this business getting started and off the ground.

After no further board discussion, **motion by Ellwanger, seconded by Neidhamer**, recommending the City Commission enter into a lease agreement for encroachment of the dumpster location on the southwest corner on public property as shown on page 2 and minimal encroachment, if necessary, for the ramp location on the south side of the building as shown on page 6; with final review to be determined by staff as discussed by this commission, move forward to the Main Street Design Committee for their review and approval for material and construction and City Commission for final approval of encroachments.

MOTION

2015-7-20-7A.1

Roll Call:

Aye: Biskner, Ellwanger, Frasz, Kozlowski, Neidhamer, and St. Dennis

Nay: Place

Absent: MacKenzie

Vacancy: One

Motion Carries

Staff Report

- City staff is continuing to review renderings for the city facility final layout, with drawings and materials available in city hall.
- Marvin Loding Awards are coming up again, and currently there are no nominations, so if anyone has any suggestions, get them to Scott.

Good of the Order

None

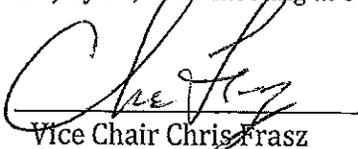
The next regular meeting of the Boyne City Planning Commission is scheduled for Monday, August 17, 2015 at 5:00 pm in the Auditorium.

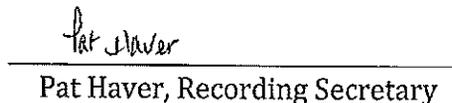
Adjournment

MOTION

2015-7-20-10

St. Dennis moved, Place seconded, PASSED UNANIMOUSLY a motion to adjourn the July 20, 2015 meeting at 6:11 p.m.


Vice Chair Chris Frasz


Pat Haver, Recording Secretary



Design Committee
BOYNE DISTRICT LIBRARY COMMUNITY ROOM
Monday, September 14, 2015 5:00pm

Members Present: Bruce Janssen, Becky Harris, Aaron Place, Martha Sulfridge, Ben Van Dam, Patrick Kilkenny

Unfinished Business:

1. Old City Park Signage – Bruce – signs are complete, he has ordered paint for the poles which had to be prepped/sandblasted – all should be ready for installation in 2 weeks. Bruce needs to get the forms to the city for city installation. Need to work on the information for the kiosks. We will utilize map that Kecia designs for our downtown street map. We will meet with Kecia to create a digital vinyl on aluminum. The event panel can be vinyl and will be changed in and out as needed depending on the time of year.
2. National Historic Trust Signage – Will work on making sure this is included in our goal setting and budget for next fiscal year. Plaques are purchased through the state and standard wording and design are provided through the national program. We need to get it in the budget and we need a pick a location. Online application (DNR) needs to be explored by Lori initially. Placed by the Dilworth Bldg or the Railroad Bldg. or the Post Office as these are really the most historical buildings in town.

New Business:

1. Railroad Building – Mike Castiglione provided designs for the building ADA access, including the design for both the lift and ramp. Based on the length of ramp he would need to reach that door height, he is looking at a lift. Design committee members commended him on this approach. He asked us to approach the city about supplying a handicapped spot and possible curb cut by the lift. Bruce made a motion to recommend and approve use and design of lift as using wood decking ramping to the lift and for the railings with color to match and coordinate with the building, and vinyl surrounding the dumpster. Martha seconds. Ayes all. Martha asked about inside offices – Mike is keeping the interior office walls in tact.
2. Christmas Decorations – Because lights remained in trees this year, Becky suggested adding to lighting this year if in the budget as many thought we didn't have enough. Garland was discussed and was agreed to if it was natural. Becky to check with the garden club about providing real garland and wrapping every other pole, and getting pricing.

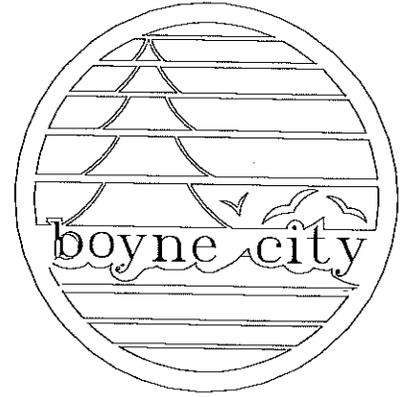
Project Updates:

1. Place Plans Project – “Boyne on The Water, Community Draft Presentation Sept 15 BCHS.
2. Walkabout Sculpture Tour - Martha updated the group on the walkabout tour. Martha wants to move fawns to Dilworth? Lori will contact Bob about whether they might have a permanent home there. We likely will wait on that until after construction is complete. Sunset Park was suggested.
3. Last River Draw Sculpture MEDC Crowd Funding Campaign – Robin was not available to update. There has been some local pledges made and Lori is working on a grant application to the Charlevoix Community Foundation.

Good of the Order:

Next meeting – October 5, 2015 5 p.m. Library

CITY OF BOYNE CITY



To: Michael Cain, City Manager *Mc*
From: Scott McPherson, Planning Director *SM*
Date: October 13, 2015
Subject: Application for alley vacation

Background

An application for the vacation of a public way has been submitted by Chris Frasz 130 W Lincoln Street. He is requesting the section of alley located between his two parcels be vacated. This portion of the alley is 16.5 wide and 120.75' feet in length and runs between lots 95 and 101 of South Boyne Addition. The alley is located between Lincoln and undeveloped Spruce Street. The south portion of the alley connecting to Lincoln Street is developed and maintained by the City provides access to his and three other properties. The north half portion of the alley between lots 95 and 101 is not developed and not maintained by the City.



Process

Before an alley can be vacated by the City Commission a recommendation on the proposed vacation request from the Planning Commission is required. As per Chapter 54 of the Boyne City Code of Ordinances, Article II Vacating Streets or Alleys section 54-26, after receiving the report of the Planning Commission, the City Commission shall determine whether to proceed further and if so the procedure shall be as hereinafter set forth:

- (1) The city shall have published a notice of the hearing and date of said hearing on the petition for the vacating of the street, alley, or portion thereof, by publishing the notice thereof once each week for three consecutive weeks in a newspaper printed or circulated within the city;
- (2) The city shall also cause copies of said published notice to be posted in three of the most public places within the city;
- (3) The city shall also cause to be mailed, by first class mail, a copy of said notice of hearing to those persons shown by the last known city assessor's records, to be the owners of each lot or parcel of land which abuts said street, alley, or portion thereof to be vacated; and
- (4) The city shall cause to be mailed, by certified mail, a copy of said published notice to the state treasurer and to all of the public utilities providing services in the city, if said street, alley, or portion thereof sought to be vacated is connected to a county road; then, a copy of said notice shall also be mailed to the board of county road commissioners.

Action

The Planning Commission reviewed the request at their regular meeting on September 21, 2015 and based on findings that due to topography constraints it cannot be developed for through access; and, this portion of the alley is not currently maintained or plowed by the City; and, the alley does not contain sewer or water mains; and, this portion of the alley only used by the applicant for primary access to their home; and the applicants own both parcels adjacent to this section of the alley and desire to combine the lots into one parcel, the Planning Commission recommended the alley be vacated. Based on the report of the Planning Commission the City Commission determines if the application should proceed and if so directs staff to schedule a public hearing and distribute notice in accordance with the required procedures.

Recommendation

Proceed with the requested alley vacation and direct staff to schedule and notice the required public hearing.

Options

1. Determine not to proceed with the alley vacation request
2. Postpone action on the request pending further information
3. Other action as determined by the Commission



City of Boyne City

MEMO

Date: October 9, 2015

To: Mayor Grunch and the Boyne City City Commission

From: Michael Cain, City Manager *Mc*

Subject: Boyne City / Charlevoix Non-Motorized Trail Phase I MDOT Grant Acceptance

Attached for the City Commission's review and consideration are the contract documents with MDOT to accept their grant of Federal funds in the amount of \$768,900 (see MDOT's first page 9). The Commission may recall that Boyne City, as an authorized Act 51 road agency was eligible to and did apply for these funds several years ago. For a full account of all the current revenues' for this project please see page A towards the end of the materials for this agenda item. Also on that page Charlevoix County Parks Director Ross Maxwell provides an update on the status of this phase of the trail project. As noted in that update the initial bids for this phase came in \$241,513.90 over their engineer's estimates. Those bids were rejected and the project was slightly modified and is to be re-bid with the new bids due on January 8th of 2016.

As this is the most substantial funding piece of this project it is critical that it be maintained. In order to maintain it we need to approve this contract with MDOT.

It is possible that the bids for this project could come in again over budget. If that is the case additional money will need to be found, items will need to be cut and/or the project would need to be abandoned. If that final option needed to be used the funds we are considering today would never be spent.

RECOMMENDATION: That the City Commission review the attached documents and authorize the City Manager and City Clerk to execute the contract documents proposed by MDOT for the 1st Phase of the Boyne City to Charlevoix Non Motorized trail for funding in the amount of \$768,900 on behalf of the City.

Options:

1. Postpone the matter for further consideration or information.
2. Deny the request to execute the proposed contract documents.
3. Other options as determined by the City Commission.

TAP

DA

Control Section	TAL 15029
Job Number	115097A
Project	TAP 1515(002)
Federal Item No.	HK 0432
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	15-5395

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BOYNE CITY, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Boyne City, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 14, 2015, attached hereto and made a part hereof:

Non-motorized pathway work along Charlevoix-Boyne City Road from Springwater Beach Road southerly to Michigan Avenue; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

(3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.

C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$768,900, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow

use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- 5
- 6
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

 - C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

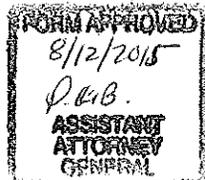
CITY OF BOYNE CITY

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



RDB
8/5/15

APPROVED BY: _____
[Signature]
Administrator
Real Estate

8/12/15
Date

July 14, 2015

EXHIBIT I

CONTROL SECTION TAL 15029
JOB NUMBER 115097A
PROJECT TAP 1515(002)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost \$998,300

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST \$998,300
Less Federal Funds* \$768,900
BALANCE (REQUESTING PARTY'S SHARE) \$229,400

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Boyne City to Charlevoix Non-motorized Trail
Status Report
September 18, 2015

PHASE 1

Trail Route:

Construct a 10-foot-wide paved non-motorized trail parallel to, but detached from Boyne City/Charlevoix Road within the road right-of-way on the Lake Charlevoix side of the road, beginning in the Boyne City limits at W. Michigan Avenue, extending through Young State Park via an easement, and running to the Evangeline/Bay Township line at Springwater Beach Road for a distance of 3.2 miles. *Please see attached map.*

Progress to Date:

- Construction bids were received from four (4) contractors. Lowest bid was \$241,513.90 over the estimated project cost.
- Parks Director and Planning Coordinator (Staff) met with Project Engineer to identify ways to trim the cost of the project
 - Initial plan was to reduce the proposed length of the trail by approximately a half-mile, but MDOT said this is not an option because federal funds have already been committed for the project
 - Staff identified other ways to reduce the project cost, which include moving the trail closer to Boyne City/Charlevoix Road by 5 to 6 feet in certain spots where it will reduce the amount of retaining wall and earthwork needed, changes in type/style of retaining wall, omitting all new landscaping except where we have agreements to provide it, omitting watering and cultivating, and changing the size of gravel specified, enabling contractor to use stock-piled aggregate on-hand
- All construction bids were rejected

Upcoming work:

- Staff to continue working with Engineer to identify ways to trim the cost of the project
- Phase 1 plans will be modified accordingly and final documents will be submitted to MDOT by 10/23/15
- Construction will be re-bid (letting date: 01/08/16)
- Clearing of trees in early spring 2016
- Construction in late spring 2016

Committed Funding for Phase 1:

City of Boyne City.....	\$11,072
Evangeline Township.....	\$33,216
Charlevoix County Community Foundation.....	\$26,800
Top of Michigan Trails Council/North Country Bicycle Club.....	\$17,512
MI Natural Resources Trust Fund.....	\$300,000
MDOT/Transportation Enhancement Act.....	\$768,900
TOTAL.....	\$1,157,500

PHASE 2

Trail Route:

Construct a 10-foot-wide paved non-motorized trail beginning at the Little Traverse Wheelway east of Waller Road in Charlevoix Township, crossing US-31 and following an easement (pending) to run south across private property to Boyne City/Charlevoix Road east of the Argonne Supper Club, and then running parallel to, but separate from Boyne City/Charlevoix Road within the right-of way on the north side of the road to Quarterline Road in Hayes Township for a distance of approximately 3 miles. At the point where the trail meets Boyne City/Charlevoix Road east of the Argonne Supper Club, a trail spur will run west within the right-of-way on the north side of the road to create an access point for Pine Point Subdivision across from Eastern Avenue. The attached map shows the Phase 2 route *as originally proposed*; it will be updated to show the easement after the documents have been finalized.

Progress to Date:

- Survey of Trail completed (except for easement)
- Northwest Design Group working on easement documents

Upcoming Work:

- Submit Acceptable Grade Package to MDOT by 09/21/15
- Approximate Grade Inspection Meeting with MDOT 10/21/15
- Right-of-Way Certification, Permits, Final Plans, Proposals & Estimate to MDOT by 11/25/15
- Construction bid letting date 02/12/16
- Clearing of trees in early spring 2016
- Construction 2016

Committed Funding for Phase 2:

Charlevoix Township.....	\$11,000
Hayes Township.....	\$39,000
Charlevoix County Community Foundation.....	\$250,000
Frey Foundation.....	\$40,000
Top of Michigan Trails Council/North Country Bicycle Club.....	\$10,000
MI Natural Resources Trust Fund.....	\$300,000
MDOT/Transportation Alternatives Program.....	\$500,000
TOTAL.....	\$1,150,000

PHASE 3

Trail Route:

Construct a 10-foot-wide paved non-motorized trail beginning at the completed Phase 1 of the trail at the Bay/Evangeline Township line (Springwater Beach Road) and continuing detached through Bay Township on the Lake Charlevoix side of the road. Just east of the Village of Horton Bay, the trail will connect to the (paved) wide shoulder of the road through the Village (speed limit: 35 mph). The trail will utilize the shoulder of the road due to the close proximity of dwellings to the road. On the west side of Horton Bay (west of Horton Creek), the trail will become detached once again on the Lake Charlevoix side of the road and continue on to Pincherry Road. Phase 3 will be 2.9 miles in length. *Please see attached map.*

Progress to Date:

- Phase 3 Grants are mostly re-submittals from 2014. In 2014, the delay in Phase 1 due to the Young State Park easement, which put us behind another year, required us to withdraw our Phase 3 grant application to MDOT until we were ready to start construction on Phase 1. Consequently, we also had to withdraw our Phase 3 grant applications to the MI Natural Resources Trust Fund and the Frey Foundation. These three (3) grant applications were resubmitted in 2015.
- Frey Foundation: Submitted Phase 3 grant application in May 2015. In August, at the suggestion of Foundation staff, the County re-submitted a grant application, *combining the amounts to be requested for Phases 3, 4 & 5*. This week, the County was notified that, contrary to what we had been previously told by Foundation staff, the Frey Foundation will not consider providing more grant funds for this project until Phase 2 of the trail (which they have already contributed to) is built.
- North Country Bicycle Club: We thought the Bicycle Club would be able to donate \$11,000, but they will not be able to contribute any funds at this time toward Phase 3. (*To date, North Country Bicycle Club has committed \$27,512 for Phases 1 and 2*).
- Bay Township has committed \$33,000 local match for Phase 3

Upcoming Work:

- Submit grant application to Charlevoix County Community Foundation
- Work with Park of the Pines on possible trailhead with water, restroom and parking
- Construction anticipated in 2017

Funding is currently proposed as follows for Phase 3:

- | | | |
|--|-----------------|-----------|
| • MDOT/Transportation Alternatives Program Grant | \$465,000 | Submitted |
| • MI Natural Resources Trust Fund Grant | \$300,000 | Submitted |
| • Bay Township | \$33,000 | Committed |
| • Charlevoix County Community Foundation | <u>\$52,000</u> | Submit |

Estimated Construction and Engineering Cost **\$850,000**

Ross Maxwell
Director
Charlevoix County Parks

Kiersten Stark
Planning Coordinator
Charlevoix County Planning Department

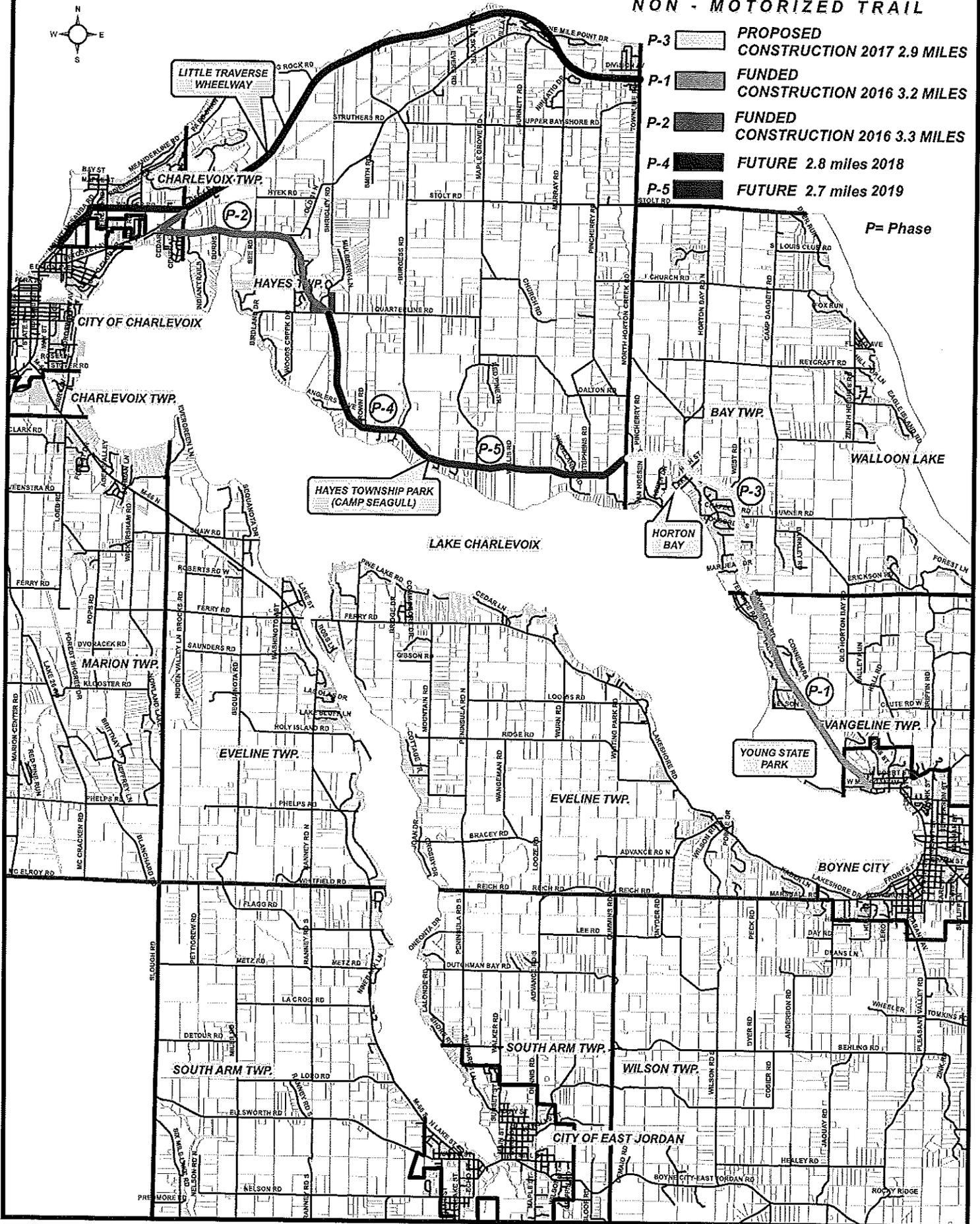
PROJECT LOCATION MAP

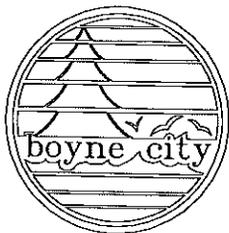
BOYNE CITY / CHARLEVOIX NON - MOTORIZED TRAIL



- P-3 PROPOSED CONSTRUCTION 2017 2.9 MILES
- P-1 FUNDED CONSTRUCTION 2016 3.2 MILES
- P-2 FUNDED CONSTRUCTION 2016 3.3 MILES
- P-4 FUTURE 2.8 miles 2018
- P-5 FUTURE 2.7 miles 2019

P= Phase



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

To: Michael Cain, City Manager *MC*
From: Barb Brooks, Executive Assistant *BB*
Date: October 9, 2015
Subject: Veterans Park Pavilion Grants

On February 10, 2015 the City Commission voted to authorize City staff to: 1) continue to refine and develop plans for the pavilion to keep the project moving forward, 2) support budgeted funds in the upcoming 2015/16 budget that would be used to match potential grants. 3) start applying for grants and soliciting contributions with a goal to hire a consultant and start construction as soon as it is financially feasible

Staff and project supporters have been working diligently behind the scenes to accomplish these goals. We were recently notified that we were approved for a \$10,000 allocation from the Charlevoix County Parks Millage. To receive this allocation, we must sign a standard contractual agreement. This may be the case for other grants that we have applied for as well.

Recommendation: that the City Commission authorizes the City Manager to review and sign documents required to implement the receipt of grant funds for the pavilion project.

Options:

- Postpone for future consideration and/or information
- Bring grants received for City Commission review and consideration
- Other options as determined by the City Commission

**AGREEMENT APPROVING
COUNTY PARK MILLAGE APPROPRIATION**

THIS AGREEMENT shall be effective 10/01/2015 between Charlevoix County, a Michigan political subdivision, whose address is 203 Antrim St., Charlevoix, Michigan 49720 (the County) and the City of Boyne City, a Michigan municipal corporation, whose address is: 319 N. Lake St., Boyne City, MI 49712 (the Municipality).

Recitals

A. MCL 123.51 provides:

Any city, village, county or township may operate a system of public recreation and playgrounds; acquire, equip and maintain land, buildings or other recreational facilities; employ a superintendent of recreation and assistants; vote and expend funds for the operation of such system.

B. MCL 123.53 provides in part:

Any city, village, county, township or school district may operate such a system independently or they may cooperate in its conduct in any manner in which they may mutually agree.

C. In addition, MCL 124.2 provides:

Any municipal corporation shall have power to join with any other municipal corporation, or with any number or combination thereof by contract, or otherwise as may be permitted by law, for the ownership, operation, or performance, jointly, or by any 1 or more on behalf of all, of any property, facility or service which each would have the power to own, operate or perform separately.

D. The voters of Charlevoix County approved millage "for the purpose of parks and recreations capital purchases, operating and programs."

E. The Municipality owns and operates a public park within its jurisdiction that is generally described as: 051-240-001-00

F. The Municipality desires to make improvements in the Park as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference "Boyne City Veterans Park Community Pavilion".

G. The County desires to appropriate county park millage funds to the Municipality in the amount and under the terms and conditions specified in this Agreement,

8. The Municipality shall indemnify and hold harmless the County, its officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of Municipality's design and construction of the Park Project.
9. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.
10. The municipality will provide upon completion of project, or at any time as requested by Charlevoix County, the completed Financial Report and Disclosure form as provided by Charlevoix County. Form fully discloses all expenses incurred, vendors/contractors/others being paid, as well as all budget items of the project. Any and all funds appropriated and utilized by municipality MUST be disclosed within the report. Any allocation of funds which are determined to be outside the terms or use specified within Exhibit A will be recalled by Charlevoix County, as will any funds not fully accounted for within the report. Any funds not used as specified, or remaining as an overage, MUST be returned to the Charlevoix County Millage Fund.

This Agreement has been approved by the Charlevoix County Board of Commissioners and the governing body of the Municipality and has been executed by a duly authorized representative of each party. This Agreement shall be effective on the date first above written.

CHARLEVOIX COUNTY

Date: _____

By:
Joel Evans

Its: Board Chair

MUNICIPALITY:

Date: _____

By:

Its:

SCOPE OF INVOLVEMENT

CHARLEVOIX COUNTY shall hold no required project involvement past awarding Parks Millage Fund dollars to its municipalities. CHARLEVOIX COUNTY shall not assist with permits, grants, approvals, inspections, expedition of the like, or in any other way assume a role in those processes. All aspects of the project are the sole responsibility of the RECIPIENT, and it shall not be further implied or construed that project is a direct part of the COUNTY as an entity, in the stead of the RECIPIENT, particularly for the purpose of completing those processes.

RESPONSIBILITIES OF RECIPIENT

It is understood by acceptance of this contract, that RECIPIENT will follow and abide by all laws, ordinances, statutes or other requirements necessary to complete this project. CHARLEVOIX COUNTY accepts no responsibility for RECIPIENT'S oversights or otherwise negligence of such requirements. RECIPIENT accepts full responsibility for securing qualified vendors/suppliers, as well as the payment of such. It is the responsibility of the RECIPIENT to pay all vendors/suppliers directly, in a timely and satisfactory manner. Any matters of dissatisfaction between vendors and RECIPIENT are to be resolved by involved parties, and it is not the responsibility of CHARLEVOIX COUNTY to intervene or bring resolution to any matter or dispute. Any litigation arising from such a conflict shall be the responsibility of the RECIPIENT and not CHARLEVOIX COUNTY.

RELEASE OF FUNDS & DISPLAY OF FUNDING PLAQUE

Funds shall be release to RECIPIENT, as follows:

Funds shall be released in full, upon verification and itemized proof of purchases totaling millage appropriation amount of \$10,000.00

Charlevoix County shall provide to RECIPIENT, at the County's expense, a plaque indicating the contribution of funds provided by the County. RECIPIENT will be responsible for installation and maintenance of plaque thereafter, as part of the completed project. The plaque shall be located in a prominent, yet practical, location within/upon the completed project. Should plaque sustain irreparable damage due to vandalism, acts of nature, or theft, RECIPIENT shall notify the County for future replacement as deemed appropriate and necessary.

MEMORANDUM

TO: MICHAEL CAIN CITY MANAGER *Mc*

FROM: ANDREW KOVOLSKI; PUBLIC WORKS SUPERINTENDENT *AK*

DATE: 10/9/15

RE: TREE REMOVAL BID

Bids were advertised and received for the city's annual tree trimming and removal requirements. This year there were 33 trees that were determined to be in need of removal. There were also 6 trees identified that would benefit from trimming. This program also includes the removal of the tree stumps by grinding to a minimum of 6 inches below grade, filling of the area with topsoil and applying grass seed.

Bids were received and opened on October 9, 2015. We received bids from 1 contractor. Following is a breakdown of these bids:

All Aspects Forestry, Boyne City: \$16,500.00

A copy of their bid is attached for your review. All Aspects has been the low bidder the last 3 years and have done a fine job.

RECOMMENDATION:

It is my recommendation the City Commission award the bid for Tree Trimming and Removal services for this year to All Aspects Forestry for the amount of \$16,500.00 and authorize the City Manager to execute the required documents. Funds for this project were allocated in the Local and Major Street Maintenance budgets.

OPTIONS:

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

All Aspects Forestry

4275 Hardwood Rd.
Boyne City, MI 49712

Bid Proposal

Location of Services To Be Rendered:

Various properties located within the Boyne City limits

Duration of Contract:

90 days from the opening of bids.

Terms of Bid:

All Aspects Forestry will trim or remove 33 trees using the contract guidelines provided by the City of Boyne City. The total bid amount for removals, trimming and stump grinding of the 33 specified trees and post-job topsoil and seed will not exceed **\$16,500.00**. Any trees that may be added to the project after the contract signing will be considered an add-on and will be billed separately. With the possibility of bad weather, All Aspects Forestry would kindly appreciate an extension to perform post-job cleanup of topsoil and seed when the weather permits, in the spring of 2016, if necessary.



All Aspects Forestry Representative

10-8-15

Date

MEMORANDUM

TO: MICHAEL CAIN; CITY MANAGER

FROM: ANDREW KOVOLSKI; PUBLIC WORKS SUPERINTENDENT *AK*

DATE: 10/9/15

RE: TREE PLANTING BIDS

Bids were advertised for our annual tree planting project with a bid due date of October 9, 2015. Bid specifications were also emailed directly to three local vendors; Robinsons Landscaping and Nursery, Boyne Valley Landscaping and Nursery and C Williams Landscaping and Nursery. One bid was received from Robinson's Landscape and Nursery.

This year we have allotted for 58 trees to be planted in City right of way based on the list of requests from residents maintained by the front office. Following is a breakdown of the bid:

Tree Type	Quantity	Size	Installed Price Each	Total Price
Red Sunset Maple	19	2.5 – 3 inch caliper	\$ 250.00	\$4,750.00
Green Mountain Sugar Maple	14	2.5 – 3 inch caliper	\$ 250.00	\$3,500.00
Northern Red Oak	3	2.5 – 3 inch caliper	\$ 350.00	\$1,050.00
Crimson King Maple	4	2.5 – 3 inch caliper	\$ 250.00	\$1,000.00
Juneberry	3	4-5 feet	\$ 65.00	\$195.00
Nannyberry	10	8-10 feet	\$ 265.00	\$2650.00
Mountain Maple	5	8-10feet	\$ 240.00	\$1,200.00
TOTAL	58			\$14,345.00

Note that the tree species in bold print are the varieties we specified for planting in areas where overhead lines are present. These were chosen from a list provided by Consumers

Energy of proper trees for these locations. A copy of their quotation is attached for your review.

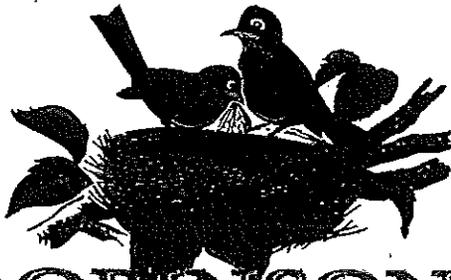
Also note the total cost of the this years Tree Planting project will be offset by the \$4,000.00 Tree Planting Grant received from DTE Energy bringing the City's net cost down to \$ 10,345.00.

RECOMENDATION:

It is my recommendation that the City Commission approve this contract with Robinson's Landscape and Nursery of Boyne City in the amount not to exceed \$14,345.00, and authorize the City Manager to sign the necessary documents. Robinson's Landscape and Nursery has been the low bidder for this project for the last 7 years. Funds for this project are available in the Street Department budget.

OPTIONS:

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



ROBINSON'S

LANDSCAPING & NURSERY

05406 West Rd.
 Boyne City, MI 49712
 (231) 582-9484/(231) 582-9454 fax
www.robinsonslandscaping.com

Landscape Quote

Date: October 7, 2015

Project: CITY OF BOYNE CITY
 319 N. Lake St.
 Boyne City 49712
 (231) 582-0337 /675-3212

Specifications:

- Landscaped as detailed below.
- Plants planted in topsoil, fertilized w/slow release fertilizer and watered in.
- Plant warranty-one year guaranteed normal growth. Not obligated to replace plants damaged by lack of water/maintenance, abnormal weather conditions, animal damage or other conditions beyond our control. Transplanted trees, shrubs and groundcovers are not warranted. Warranty is only valid if owner waters and maintains the plant material properly and account is paid in full.

Landscaping:

Qty	Units	Item Name	Size/Desc	Unit Price	Ext. Price
14	Units	GREEN MOUNTAIN SUGAR MAPLE	2.5-3" cal	\$250.00	\$3,500.00
19	Units	RED SUNSET MAPLE	2.5-3" cal	\$250.00	\$4,750.00
4	Units	CRIMSON KING MAPLE	2.5-3" cal	\$250.00	\$1,000.00
3	Units	NORTHERN RED OAK	2.5-3" cal	\$350.00	\$1,050.00
3	Each	ARROWWOOD VIBURNUM	4-5'	\$65.00	\$195.00
10	Units	AUTUMN BRILLIANCE SERVICEBERRY	8-10'	\$265.00	\$2,650.00
5	Units	AMUR MAPLE	8-10'	\$240.00	\$1,200.00
				Quote Subtotal:	\$14,345.00

Total: \$14,345.00 Initial: _____

Added 1 oak for dog park and Giem's tree was selected as Crimson King per call with Andy. New tree total is 58.

Approval: _____ Date: _____

Terms: 25% down, Balance upon completion. 1.5% per month late fee.

Please initial approved category totals, sign, date and return.

- Full service design and construction
- Michigan State University Horticulturist
- Michigan State University Landscape Architect
- Grower of over 30 acres of quality nursery stock
- Highly trained and experienced staff