



**BOYNE CITY
CITY COMMISSION REGULAR MEETING
Boyne City Hall
319 North Lake Street
Tuesday, February 28, 2012 at Noon**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission, staff, or the public may ask that any item(s) on the consent agenda be removed and placed as the last item under new business to receive full discussion. Such requests will be automatically respected.
 - A. Approval of the February 14, 2012 Special City Commission meeting minutes as presented
 - B. Approval of the February 14, 2012 regular City Commission meeting minutes as presented
 - C. Approval to appoint Eleanor Stackus to the Election Commission
 - D. Approval of Northern Michigan Mutual Aid Reciprocal Law Enforcement Agreement renewal
 - E. Approval to appoint Roselee Rau to the Board of Review for a three year term expiring on January 31, 2015
4. HEARING CITIZENS COMMENTS (on non-agenda items; 5 minute limit)
5. CORRESPONDENCE
6. CITY MANAGER'S REPORT
7. REPORTS OF OFFICERS, BOARDS, AND STANDING COMMITTEES
 - A. January, 2012 Financial Statement
8. UNFINISHED BUSINESS
 - A. Kirtland Products Follow Up
 - B. Goal Setting Update
9. NEW BUSINESS
 - A. Second Reading of Planning Commission Ordinance
Consideration of second reading of Planning Commission ordinance

- B. **Land Acquisition**
Consideration to approve the purchase of the two parcels currently being offered by the MDNR for \$16,000 and authorize the City Manager and City Clerk / Treasurer to complete the necessary forms and steps to complete the transactions and acquire title
- C. **Friends of the Boyne River**
Consideration to approve the proposed Boyne River Nature Area project, thus allowing the Friends of the Boyne River to apply for grants
- D. **Boyne Mountain Sewer Agreement**
Consideration to approve the propose and Restated Operation and Maintenance Agreement Wastewater Treatment Facilities as presented and authorize the City Manager and City Clerk / Treasurer to execute it on behalf of the City.
- E. **Government Accounting Standards Board (GASB) 54 Policy**
Consideration to approve the GASB 54 Fund Balance policy as presented, authorize the City Manager and Clerk / Treasurer to execute and implement the document beginning with FYE 2012 Annual City of Boyne City Financial Statement
- F. **Automated Clearing House Policy Revision**
Consideration to adopt the revised Policy for Automated Clearing House Arrangements and Electronic Transactions of Funds to include the use of Paypal as presented
- G. **Irish Heritage Week Proclamation**
Consideration to proclaim the week of March 11 – 18, 2012 to be Boyne City Irish Heritage Week
- H. **Natural Gas Utility Provider Change**
Consideration to approve the contract with Integrys Energy Services to supply Natural Gas for all City facilities, and authorize the City Manager to sign the required documents
- I. **Title VI Non-Discrimination Plan**
Presentation of draft Title VI Non – Discrimination Plan for review for future consideration

10. **GOOD OF THE ORDER**

11. **ANNOUNCEMENTS**

- The next regular City Commission meeting is scheduled for Tuesday, March 13, 2012 7:00
- The Presidential Primary will be on Tuesday, February 28, 2012. Polls will be open at City Hall from 7:00 a.m. until 8:00 p.m.

12. **ADJOURNMENT**

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



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City Commission Agendas/Agenda Packet*

**FEBRUARY 14, 2012
SPECIAL MEETING**

RECORD OF THE PROCEEDINGS OF THE REGULAR BOYNE CITY COMMISSION MEETING DULY CALLED AND HELD AT BOYNE CITY HALL, 319 NORTH LAKE STREET, ON TUESDAY FEBRUARY 14, 2012

CALL TO ORDER

Mayor Ron Grunch called the meeting to order at 5:30 p.m. followed by the Pledge of Allegiance.

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

Staff: Michael Cain and Cindy Grice

Others: There were no citizens in attendance.

MOTION

2012-02-008
Moved by Neidhamer
Second by Towne

To approve the Request of the City Manager to go into closed session to consider strategy connected with the negotiation of a collective bargaining agreement as provided in MCL 15.268 (c) of the Michigan Open Meetings Act (PA 267 of 1976 at 5:32 p.m.

Ayes: 5
Nays: 0
Absent: 0
Motion carried

MOTION

2012-02-008
Moved by Neidhamer
Second by Towne

To return to Open Session at 6:37 p.m..

Ayes: 5
Nays: 0
Absent: 0
Motion carried

**ADJOURNMENT
MOTION**

Moved by Mayor Grunch, seconded by Commissioner Gaylord to adjourn the special City Commission meeting of Tuesday, February 14, 2012 at 6:38 p.m.

Ron Grunch
Mayor

Cindy Grice
Clerk / Treasurer

**FEBRUARY 14, 2012
REGULAR MEETING**

RECORD OF THE PROCEEDINGS OF THE REGULAR BOYNE CITY COMMISSION MEETING DULY CALLED AND HELD AT BOYNE CITY HALL, 319 NORTH LAKE STREET, ON TUESDAY FEBRUARY 14, 2012

CALL TO ORDER

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

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

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

Others: There were 78 citizens in attendance, including representatives from the Petoskey News Review and Boyne Gazette

**CONSENT AGENDA
MOTION**

2012-02-010
Moved by Neidhamer
Second by Towne

2012-02-010A
Approved of the January 24, 2012 regular City Commission meeting minutes as presented

2012-02-010B
Approved of the February 7, 2012 Joint Board and Commission meeting as presented

2012-02-010C
Approved the appointment of Kelly Bellant to the EDC board to an unexpired term ending March 11, 2016

2012-02-010D
Approved the appointment of Kelly Bellant to the LDFA board to an unexpired term ending March 11, 2014

2012-02-010E
Approved the appointment of Ralph Gillett to the EDC board with a term to expire March 11, 2014

Ayes: 5
Nays: 0
Absent: 0
Motion carried

CITIZENS COMMENTS

None

CORRESPONDENCE

Correspondence from Nancy and Robert Quirk regarding Kirtland Products was received and filed.

CITY MANAGERS REPORT

City Manager Cain reported:

- The GT Band of Ottawa and Chippewa Indians recently awarded grant funds in the amount of \$28,888 to the Boyne Area Free Clinic and \$10,000 to the City of Boyne City for the sidewalk project. George Lasatar accepted the grant fund check on behalf of the Boyne Area Free Clinic.
- Ongoing energy efficient measures are being taken at City hall.

Draft Minutes of the January 5, 2012 Main Street Board Meeting; the January 16, 2012 Economic Development Corporation Meeting; the January 16, 2012 Local Development Finance Authority Meeting; the January 16, 2012 Planning Commission Meeting; and the January 26, 2012 Airport Advisory Board Meeting were received and filed.

REPORTS OF OFFICERS, BOARDS, AND STANDING COMMITTEES

Kirtland Products

Planning Director Scott McPherson discussed that since the start of production in the fall of 2011, there have been many complaints in regards to the Kirtland Wood Pellet facility. While the noise produced by the plant has been the primary concern, there also have been concerns about odor and dust. At the January 10, 2012 City Commission meeting, representatives from Kirtland Products informed the Commission of their plans to install mufflers that would help mitigate the plant noise and to make adjustments to the augers to eliminate the squeaking noises.

Kirtland has implemented several measures to eliminate the squeaking noise from the augers and it appears to have been resolved. The installation of the mufflers did appear to reduce some of the noise, however noise being produced by the plant can still clearly be heard and is measurable at significant distances from the facility. Since the installation of the mufflers, noise from the plant has been monitored by listening and with decibel meters. The noise fluctuated at several of the monitoring locations and appeared to vary significantly depending on wind and weather conditions. In some surrounding residential areas plant noise at times was clearly audible while at other times it was barely detectable.

In 2008, Kirtland Products made an application to the Planning Commission for a conditional use permit for a wood pellet manufacturing facility. As opposed to a use of right, conditional uses have unique characteristics that are considered prior to approval of a permit and in this case, noise was a primary concern. In Kirtland's application and presentations to the Planning Commission, it was stated that the noise produced by the plant would be mitigated. Kirtland provided estimates that noise from the loudest piece of the equipment at the plant that would be no more than 24 db at the lot line and that any piece of equipment that exceed 40 db would be placed inside the building. During consideration of the conditional use permit, Kirtland representatives specifically stated to the Planning Commission that the loudest piece of equipment would be the back up beeper on the loader. When considering the conditional use permit, the Planning Commission relied on the information provided in Kirtland's application and based its approval of the permit on these representations. After starting production it was apparent the noise produced by the plant exceeded the expected levels and Kirtland representatives acknowledged that they had underestimated the amount of noise that would be produced by the facility.

As stated previously, there have not been as many odor complaints as noise complaints, but it has been noted as an issue. A quantitative assessment of odor is difficult as people have a widely varying sensitivity to smell. Some people have indicated that the smell is offensive, while others have indicated that they can notice an odor but do not find it unpleasant. Similar to the assessment of the noise, weather conditions appear to affect the location and intensity of the odor. In Kirtland's application to the Planning Commission it was noted that the facility may produce "an occasional smoky smell". In my assessment, I would say

there is a detectable odor when the plant is in operation, and would characterize the smell as that of fresh cut wood or sawdust. Much more detailed analysis and testing would be required to determine if the odor is in violation of the ordinance performance standards.

Scott also added that on the afternoon of February 2, he received notice there was particulate coming from the plant and investigated the complaint. At a location approximately 1,000 feet east of Kirtland Products property line, he observed a utility box that had a light covering of dust. As the plant was scheduled to run until 7 am the next morning, he cleaned the top of the box and returned the next day to make an observation. He noticed a thin covering of dust on the top of the box and collected that material. The material does appear to be wood particles and does appear to have come from Kirtland but more specific testing would be needed to determine the exact source of the material.

City staff has been in contact with Kurt Childs from the MDEQ regarding emissions and testing procedures and have informed him about the observations that have been made. Mr. Childs indicated that a site visit was made following the complaint about particulate but on that day, did not notice any material coming from the plant. He also indicated that he will continue to monitor the facility.

Mr. McPherson outlined the options to the City Commission as follows: take no action, determine Kirtland is in compliance and take no action, refer issues back to staff for further review and recommendations, determine Kirtland is not in compliance and give additional time to implement solutions, determine Kirtland is in violation of the zoning ordinance performance standards and issue a civil infraction, refer the issue back to the Planning Commission to hold a public hearing in accordance with section 2.70(G)(4) to review the conditional use permit to determine if Kirtland Products is in compliance, or other actions not identified that the Commission deems appropriate.

Leon Tupper of Kirtland Products gave a formal reply with a report of the unfinished work that he distributed to the City Commissioners and City Manager.

Tom Monley of Kirtland addressed the decibel level. When they started this process in 2008, it was explained that they would be installing sound emitting equipment. From 2008, until production began 2 ½ years later it was assumed what a pellet plant is and how it operated. They wanted a good fit for Boyne City, they made a lot of engineering and environmental controls. Since that time, they received approvals from the City, the County, the MDEQ and EPA. He added that he feels they have always been up front in putting this project together.

Citizens Comments:

Lori Meeder, local resident, said she moved to Boyne City 2 ½ years ago, not just for the esthetics, but quality of people as one of the best attributes. She is concerned that there is misinformation being spread around. By working together with this, it could make us a better community. We cannot know or understand what the long term effect is.

John Harris, who lives near the plant, said he doesn't have anything against the plant, but not at 3 am or early in the morning,

Michael Linebaugh, local homeowner, said he sent a letter to each of the commissioners. He and his wife had plans to retire to Boyne City and were looking at a six figure addition to their home. He has contacted an environmental attorney. He stated his property is worthless right now. This is not a new issue in other communities. It appears that pellet plants have been a big problem, jeopardizing citizens health and problems. There is no scientific data of anyone being around pellet plants. Mr. Linebaugh added that Kirtland is incompetent and he recommends it should be moved and shut down in the meantime.

Julie Howard said the majority of the people don't have six figures or a second home. She moved here to raise their family. For someone on a part-time basis to call Kirtland incompetent is rude. She said she has to feed her family. It is steam, not smoke. These people are trying their hardest. East Jordan will take the plant.

Hap Wright said someone didn't do their homework. He requested we don't go here again with businesses.

Ciarence Stark said he has been here 15 years. He spent 23 years in the military. Look at what happened to Camp Grayling when noise became an issue. We are trying to make this work for everyone.

Susan Stark said she understands, and we need to find out where the noise is coming from. We all need to work together. Lets work as a team. We all have to live here.

Tom Johnson said he is concerned about the plant. It is a great concept. He has compassion for those who work there and those who are losing sleep over the noise. He is concerned about the by-products of the steam emissions and what the dangers are. Questions should be asked. There are technologies to abate the noise. Get answers and work together. Look for facts.

Mike Lange of Kirtland Products said a great deal of analysis was used when designing the facility. The plant is designed with air quality in mind. They received the permit to install from the DEQ and there are processes to monitor it. We all are in constant contact with things that, in high concentration, are dangerous in many ways.

Sandra Turley said she is a retired health care professional. She hopes they will continue to monitor it. What is the City doing to attract more jobs?

Mike Hausler said 1874 is when the Hausler family moved to Boyne City. It is now affecting 50 to 100 homes. He wants the jobs to stay in Boyne City. He knows the guys are hard working. His worst fear is that his grandchildren are being used as human experiments. He said he doesn't believe everything the EPA says. Over 18 years, he is not willing to take that change. There's not a person who doesn't want those jobs. Lets go to Honeywell and Lexamar and offer tax credits to hire those guys.

Bob Foster said his complaint is with the noise, not emissions. He can't see himself in the summer being outside. 24/7 hours is tough to take. He hopes they can address the issue.

John McCahan said his issue has been a noise ordinance. There is no noise ordinance in this town. He thinks it is because the City Manager doesn't want to devote any resources to developing a noise ordinance. He added he is tired of waiting for a noise ordinance. He hired an acoustical engineer to provide the best noise ordinance for this town. Is anyone going to stand up? He is asking the City Commission to take action in developing the noise ordinance.

Kurt Roland said he lives outside of the town and is not affected, but his daughter, son-in-law and others are. People can't sleep in their homes. It is basically holding the town hostage. In the meantime people are not comfortable in their homes. Should have known about the effect of pellet plants. The victims are the employees.

Al Aown said we are all between a rock and a hard place. He chose Boyne City because of the lake and clear skies. His concern is the jobs but at what expense. He is now worried about property values and worried about businesses. Homes are not being built. Our front door to Boyne City will never be the same. Everything seems to be different now.

Connie Dhaseleer said she agrees with Mr. Aown. She is concerned they don't know about the pollutant possibilities. She has a problem with the location of it and her concern is 10, 15, 20 years from now.

Don Nessen said he is an army vet who has lived here all his life. He was there before the industrial park. He asked Kirtland what are they going to do and the City Commission how long does he put up with this crap.

Joe Jones said he is concerned about the potential loss of home values. He appreciates what they have done so far but would like to see improvement.

Ryan Giem said thank you for recognizing and addressing the problem. The noise is there, is always there and it is not just a white noise. It is a low frequency steady hum that can grate on your nerves. The particulate matter could be an issue. It could create a maintenance issue for other plants.

Nick Liegott said he concurs it isn't a white noise. Can the plant investigate building up a sound barrier wall? He grew up in northern Michigan. Boyne City seemed like a nice fit. He doesn't see why this can't be worked out. The sound keeps you on constant edge. He knows they want to work at it. Something needs to be done to cancel the noise.

Mike Lange addressed the squeaky screw conveyer. They implemented a solution. They had a day of loud trucks, but restricted that at 5 pm. They haven't off loaded any trucks but have run the conveyer belt. When talking of doling out jobs to other places, he was part of the 2008 job loss at Lexamar. This was a plan to develop a plant and bring jobs back. It is not their intention to create something adverse to the community.

Robin Koteskey said she is concerned about air quality but also about jobs.

Does the City have a plan?

Tom Monley said they did spend three years doing due diligence. Upon approvals, they invested \$6,000,000 on good faith. Out of nine plants they visited, Kirtland is one of the quietest plants. It isn't fair to Kirtland to be not be able to operate in this environment. They were up front all the time.

Kurt Roland said the problem is that it is still a huge disturbance. People still aren't able to sleep in their homes. If the pellet plant can't comply, there needs to be an immediate timeline. When is the problem going to be solved?

Kris Whittet said she has lived here all her life. She wakes up with a headache at 3 am. They can't get away from the sound and can't sleep. Something has to be done. We need a solution.

Theresa Satmary said she has also lived here all her life. She doesn't want to lose jobs but the problems still remain. She believes the industrial park was for light industry.

Vicky Riley said she works for Kirtland. People are pointing their fingers at the Board members, Tom, Mike and Leon. She doesn't hear who was here in 2008 and 2009 asking questions about the plant.

Patti Lapeer said if she had known she would be up at 2 am, she would have been here.

Sandra Turley asked what's going to happen in the summer. Many people don't have air conditioning and have to open their windows.

Don Nessen said he would like to see a timeline.

Susan Stark said what about everyone who puts in a wood stove?

Mindy Startzel said everyone has their concerns. Most places get at least 180 days when they get up and running. Who is following the facts? She said she is sick and tired of people saying things that aren't true. She feels like Kirtland is getting harassed.

Ciarence Stark added that on cold nights, there is some smoke that smells like garbage.

City Manager Cain said this has been monitored very closely. Improvements haven't happened to the level people have hoped for. There is a lack of good information out there. We are not there. Can we get information as to what is coming out of the stack and can we quantify it? Kirtland feels like they are a moving target. The EDC / LDFA board decided to hire an independent expert to help. Up to this point, we have gone forward in good faith. We need additional help and expertise. It could take 30 to 60 days. We need the DEQ to talk about what's coming out of the stack. He added he doesn't have answers at this point. There are people out there that have expertise. We must find that balance. He understands everyone's frustrations about the noise. The City Commission could potentially consider taking up the EDC's offer to hire an independent

consultant and set up a committee of 8 – 10 people.

Board Deliberation: Mayor Pro-Tem Towne thanked everyone for coming. He has toured Kirtland and has seen the improvements. He has been at various resident's home and the sound varies from different locations. He has listened to audio of the Planning Commission and the City Commission and wants to see the noise levels brought down to acceptable levels. There has to be technology out there.

Commissioner Neidhamer stated a month ago, he said we need patience, solutions and timelines. He totally acknowledges the integrity and intentions of Kirtland but also understand the effects. We need to work to work together as a team and solve this. We have an opportunity to hire the best consultant. We need data. We also need experts on what is coming out of the stack. Not now for a sound ordinance. We should get to a level using professional data. We are a town that has always rallied for the better of the community. We have the means to bring in people and find a solution.

Commissioner Sansom also thanked everyone for speaking their minds. She couldn't go home and not have peace and quiet. People are emotionally suffering from the sounds. If we can somehow get an expert here, in the meantime, 24/7 is not fair to inflict on the Community. She understands it cuts production down. How much did the mufflers reduce the decibel levels. She has visited people's homes. Commissioner Sansom added she is concerned how far the sound carries – up to a mile away. In some cases, people are hearing it two miles away. She would also like to have a timeline.

Commissioner Gaylord thanked everyone for being here. Obviously it is highly charged on both sides. Look at the process and facts and emotions taken out. Kirtland was granted a conditional use permit. He recommends we begin to review those uses to make determination of the permit and encourages that as soon as possible.

Mayor Grunch said we do follow up on complaints. All letters received are given to the Planning Director. The best place to call for additional information is the City Planner. He has made many trips to Boyne Hills and the noise level is unacceptable. It has to be reduced. The suggestions from City Manager Cain and input from the EDC are the best suggestions and refer it to staff to put the Citizens committee together.

Tom Monley of Kirtland said they do not get the full efficiency from the dryer unless it runs 24 hours. He said it is necessary to stay on the 24 hour schedule to get the stacks tested.

Commissioner Gaylord said he still believes we have the best tools in place and that is the Planning Director. Use his expertise to work with Kirtland.

2012-02-011

Moved by Grunch
Second by Towne

MOTION

To take a five minute recess at 9:25 p.m.

Ayes: 5
 Nays: 0
 Absent: 0
 Motion carried

2012-02-012
 Moved by Sansom
 Second by Neidhamer

MOTION

To reconvene the meeting at 9:29 p.m.

Ayes: 5
 Nays: 0
 Absent: 0
 Motion carried

Commissioner Gaylord asked if the EDC motion also includes funds to loan Kirtland? City Manager Cain said the EDC discussed a possible low interest loan if solutions can be found, cannot commit to that, but did have that discussion.

Commissioner Gaylord said Scott McPherson does have the ability to look at the permit and make a decision based on that. He would like Scott to be directly involved in the process. Mayor Grunch said Scott should certainly be the key advisor. Commissioner Gaylord added there is an issue with the timelines. He doesn't want to have it continually pushed out down the road. Scott has the ability to set the guidelines in rapid fashion. City Manager Cain said he has tried to focus everything thru the planning department. Kirtland has been cooperative and making good faith efforts, but what he is hearing today, it is not sufficient. He added doesn't know if citing them helps with our ultimate goal. Ultimately Kirtland doesn't have many options, either in compliance or not. Commissioner Gaylord said Scott has the ability to look at the permit and make a decision based on that, not automatically a citation, but be hands on.

2012-02-013
 Moved by Neidhamer
 Second by Sansom

MOTION

To refer to staff including Planning Director Scott McPherson being part of the decision making process and City Manager Michael Cain a part of the process; form a citizens group balanced with Kirtland staff, community members and neighborhood; follow with the process of hiring a firm who are experts in noise abatement and stack emissions, could be one or two firms, Kirtland be allowed to on a operate 24 / 3 in the process; all parties concerned be on a very expedited timeline to lessen adverse effects on neighborhood; goal would be to gather data so staff, committee and Kirtland to possible implement and solve vapor problems and or, particulate matter and most importantly the noise abatement; keep as a standard matter of unfinished business at every Commission meeting and have the citizens committee formed by the next meeting.

Ayes: 5
 Nays: 0
 Absent: 0
 Motion carried

City Manager Cain discussed that since the December 13, 2011 meeting and discussions with the Fire Chief Dennis Amesbury, they are recommending that we maintain the traditional and current 10:30 nightly siren sounding and not sound the siren for fires for a six month test period. If serious problems arise, the City Manager would be authorized to end the test and bring the matter back to the City Commission. A protocol for the use of the sirens around the County in the case of a severe weather or other community wide event is still under development by the local Fire Chiefs and the regional Office of Emergency Management. That will be brought to the City Commission once it is developed.

Siren Usage Follow-up

Staff Comments: Fire Chief Amesbury agrees with the recommendation.

Citizens Comments: John McCahan said he agrees with the six month trial but doesn't believe we need a 10:30 siren every night.

Board Deliberation: Mayor Pro-Tem Town said he had one citizen contact him regarding this. Commissioner Gaylord said he heard from many to not take the siren away and agrees with the recommendation. Commissioner Sansom asked if the siren being used daily as just a test of the siren? City Manager Cain said he doesn't see the consistent time as a test. People welcome the tradition of the curfew. Mayor Grunch agrees with the recommendation.

2012-02-014
 Moved by Towne
 Second by Gaylord

MOTION

That the City maintain the 10:30 p.m. nightly siren sounding and begin a six month test of not using the siren during fire runs with the City Manager being authorized to terminate the test and report the termination to the City Commission if serious problems arise.

Ayes: 5
 Nays: 0
 Absent: 0
 Motion carried

Update and consideration of review of Collective Bargaining Agreements.

Negotiation Update

City Manager Cain said a tentative agreement was reached with the AFSCME bargaining unit. The contract goes thru 2014. City Manager Cain provided highlights of the contract.

Staff Comments: Dennis Amesbury inquired about one of the items on the contract.

Citizens Comments: None

Board Deliberation: Commissioner Gaylord asked if some of the contract language is a result of state law, such as no retro pay. The transfer language is a benefit of efficiency to the City. The drug and alcohol policy is good and protects employees and the citizens we serve. Commissioner Gaylord also said he is concerned about unfunded liabilities if we are projected to be fully funded. All other commissioners are in agreement.

2012-02-015

Moved by Neidhamer

Second by Towne

MOTION

To ratify the contract as presented and after approval of the City Attorney, authorize the City Manager and City Clerk to sign the document.

Ayes: 5

Nays: 0

Absent: 0

Motion carried

Consideration of support to regain and target federal funding for the purpose of dredging in our Great Lakes harbors and authorize the City Manager and Harbor Master to execute the necessary letters and resolutions communicating that action

Dredging Resolution

Harbormaster Barb Brooks discussed the impact of the lack of federal funding for dredging in our Great Lake's harbor on our marina. If the condition of the channel between Lake Charlevoix, Round Lake and Lake Michigan ever becomes impassable by larger or commercial boats, it will possibly have negative impact on the ability of larger boats or ships to visit Lake Charlevoix, Boyne City and other harbors in our area as well as the South Arm and East Jordan.

It is imperative that all of the harbors on or accessed by the Great Lakes band together to protect our waterways and harbor accesses for recreational and economical purposes. City Manager Cain agrees with Barb's recommendation of support.

Citizens Comments: None

Staff Comments: None

Board Deliberation: All are in agreement

2012-02-016

Moved by Towne

Second by Sansom

MOTION

To approve a motion that support retaining and targeting federal funding for the purpose of dredging in our Great Lakes' harbors and authorize the City Manager and Harbor Master to execute the necessary letters and resolutions communicating the action.

Ayes: 5

Nays: 0

Absent: 0
Motion carried

None

Good of the Order

Moved by Mayor Grunch, seconded by Commissioner Gaylord to adjourn the regular City Commission meeting of Tuesday, February 14, 2012 at 10:17 p.m.

**ADJOURNMENT
MOTION**

Ron Grunch
Mayor

Cindy Grice
Clerk / Treasurer

CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*
From: Cindy Grice, City Clerk/Treasurer *cg*
Date: February 23, 2012
Subject: Election Commission Member
Appointment



In 2011, Election Commissioner Betty Shaver resigned from her position on that Commission.

A public notice advertising the open Election Commission position was placed in local publications. Eleanor Stackus was the only applicant for the position.

Per City Charter Section 4.10 Election Commission, the Election Commission consists of the Clerk and two other members as appointed by the Commission who shall not be a candidate for elective office at the election for which he serves as a member of the Election Commission. The current Election Commission member other than me is Bill Stanley.

The Election Commission meets prior to each election held in the City to appoint the Board of Election Inspectors. Deputy Clerk Karen Seeley and I prepare the Election Inspector schedule to meet the staffing and requirements needed for each specific election and provide that schedule to the Election Commission for approval. The Election Commission also has charge of all activities and duties required of it by statute and the City Charter relating to the conduct of elections in the City.

Since the board does not hold regular meetings, I contacted Election Commissioner Bill Stanley and he verbally gave his recommendation that the City Commission appoint Eleanor to the Commission. City Charter Section 4.10 does not provide for any term of office expiration date. Therefore, I am recommending that the City Commission appoint Eleanor Stackus to the Boyne City Elections Commission.

CITY OF BOYNE CITY

319 North Lake Street Boyne City, MI 49712

(231) 582-6597

FEB 16 2012



BOARD MEMBER APPLICATION

The City understands you are interested in becoming a member on one of the City Advisory Boards/Commissions. We appreciate your interest and future dedication to Boyne City. In order for the City to have information on file as reference when the next board has an opening, we ask you please complete the following and return to City Hall.

See next page for a list of Boyne City Advisory Boards or Commissions, term of appointment, and meeting schedule.

Name: ELEANOR E. STACKUS

Address: 417 FRONT ST

Email: JANDE@STACKUS.COM

Occupation: RETIRED

Please check any Advisory Board or Commission you may be interested in.

- | | |
|---|--|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Historical Commission | <input type="checkbox"/> Downtown Development Authority/ Main Street Program |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Parks and Recreation Commission |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Housing Commission |
| <input type="checkbox"/> Local Development | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Finance Authority | <input type="checkbox"/> District Library Board |
| <input type="checkbox"/> Historic District Commission | <input checked="" type="checkbox"/> Election Commission |

Reason(s) you wish to serve: _____

Other community or civic service activities: _____

Signature: Eleanor E. Stackus Date: 2/16/12

titions than he is so permitted to sign, such signatures shall be counted only to the extent he is permitted to sign in the order of the respective dates and hour of filing the petitions containing such signatures.

Nomination petitions shall be filed with the clerk between the 35th day preceding such election and 5:00 p.m. on the 20th day preceding the regular city election or any special election for the filling of vacancies in office.

The clerk shall, prior to every city election, publish notice of the last day permitted for filing nomination petitions and of the number of persons to be nominated or elected to each office at least one week and not more than three weeks before such day.

Sec. 4.7. Form of petition.

The form of petition shall be substantially as that designated by the secretary of state for the nomination of non-partisan judicial officers. A supply of official petition forms shall be provided and maintained by the clerk.

State law reference—Nominating petitions, MCL 168.544a et seq.

Sec. 4.8. Approval of petition.

The clerk shall accept only nomination petitions which conform with the form provided and maintained by him, and which contain the required number of valid signatures for [a] candidate having the qualifications required for elective city offices by this Charter. All petitions shall be accompanied by the affidavit of qualifications provided for in section 6.1. When a petition is filed by persons other than the person whose name appears thereon as a candidate, it may be accepted only when accompanied by the written consent of the candidate.

The clerk shall, forthwith after filing of a petition, notify in writing any candidate whose petition is then known not to meet the requirements of this section, but the failure to so notify any candidate shall not prevent a final determination that the petition does not meet such requirements. Within three days after [the] last day for filing petitions, the clerk shall make his final determination as to the validity and sufficiency of

each nomination petition and write his determination thereof on the face of the petition. No petition shall be determined to be valid unless the affidavit of qualifications provided for in section 6.1 shall be filed with such petition.

The clerk shall immediately notify in writing the candidate whose name appears thereon of his determinations.

State law reference—Nominating petitions, MCL 168.544a et seq.

Sec. 4.9. Public inspection of petitions.

All nomination petitions shall be open to public inspection in the office of the clerk, except [during] the three days after the last day for filing the petitions.

State law reference—Nominating petitions, MCL 168.544a et seq.

Sec. 4.10. Election commission.

An election commission is hereby created, consisting of the clerk and two other members as appointed by the commission who shall not be a candidate for elective office at the election for which he serves as a member of the election commission, such members to be appointed by the commission not less than 30 days before such election. The members shall serve without compensation. The clerk shall be chairman. The election commission shall appoint the board of election inspectors and have charge of all activities and duties required of it by statute and this Charter relating to the conduct of elections in the city. The compensation of election personnel shall be determined in advance by the commission. In any case where election procedure is in doubt, the election commission shall prescribe the procedure to be followed, subject to state election laws.

State law reference—City election commissions, MCL 168.719.

Sec. 4.11. Form of ballot.

The form printing and numbering of ballots or the preparation of the voting machines used in any city election shall conform as nearly as may be to the provisions of statute, except that no party designation or emblem shall appear in all city elections, the names of qualified candidates or nominees for each office shall be listed under a

MEMO

Date: February 24, 2012

From: Interim Police Chief Craig Remsberg

**To: Michael Cain, City Manager 
Honorable Mayor and Commissioners of Boyne City**

Re: Northern Michigan Mutual Aid Reciprocal Law Enforcement Agreement renewal.

Mike, Mayor, Commissioners,

Attached please find the *Northern Michigan Mutual Aid Reciprocal Law Enforcement Agreement*. This agreement is up for renewal, and provides for mutual support among law enforcement agencies in northern Michigan.

The agreement that we have been operating under was signed in 2007 and is, word for word, identical to this agreement. A copy of the old agreement is also attached.

It is my recommendation that the Boyne City Police Department continue to be a part of this agreement, and that the City Commission of the City of Boyne City empower Michael Cain, City Manager, to sign this agreement as "Chairman: Governing Board".

Respectfully submitted,


Craig Remsberg
Interim Chief of Police
Boyne City Police Department

*Most agreement
dated 2007 copy*

**NORTHERN MICHIGAN MUTUAL AID
RECIPROCAL LAW ENFORCEMENT AGREEMENT**

For the purpose of rendering reciprocal police assistance to one another in case of emergencies, pursuant to Public Act No. 236 of 1967, MCL 123.811 *et seq*, Alcona County, Alpena County, Antrim County, Benzie County, Charlevoix County, Cheboygan County, Crawford County, Emmet County, Grand Traverse County, Kalkaska County, Leelanau County, Manistee County, Missaukee County, Montmorency County, Osceola County, Oscoda County, Otsego County, Presque Isle County, Roscommon County, Wexford County, Boyne City, Village of Bellaire, City of Cadillac, City of Frankfort, Village of Kalkaska, City of Petoskey, City of Traverse City, Grand Traverse Band of Ottawa and Chippewa Indians, and Little Traverse Bay Bands of Odawa Indians (the "Jurisdictions" or "Participating Jurisdictions") hereby enter into a Mutual Aid Reciprocal Law Enforcement Agreement (the "Agreement"), upon the following terms and conditions:

I. DEFINITIONS.

- A. Commanding Officer shall mean the highest law enforcement official in the Jurisdiction or his or her designee.
- B. Emergency shall mean an event or events requiring immediate action for the protection of property and the public safety and requiring law enforcement personnel or equipment in addition to that available to a Jurisdiction at the time of the event or events.
- C. Requesting Jurisdiction shall mean the Jurisdiction that requests aid pursuant to this Agreement.
- D. Responding Jurisdiction shall mean the Jurisdiction that sends personnel or equipment to a Requesting Jurisdiction pursuant to this Agreement.

II. DETERMINATION AND DECLARATION OF AN EMERGENCY.

The Commanding Officer of a Jurisdiction shall be responsible for determining and declaring that an Emergency exists in its Jurisdiction.

III. REQUEST FOR ASSISTANCE.

Upon determining and declaring an Emergency to exist, the Commanding Officer of a Jurisdiction may make a request for assistance to the Commanding Officer of a Participating Jurisdiction or Jurisdictions.

IV. RESPONSE TO REQUEST.

The Commanding Officer of the Jurisdiction(s) receiving the request for assistance shall make available to the Commanding Officer of the Requesting Jurisdiction such personnel or equipment as is available to meet the needs of the Emergency. The Commanding Officer of a Participating Jurisdiction may decline the request for assistance if personnel or equipment are not available at the time of the request. No party to this Agreement shall be liable for failure to respond to a request for assistance for any reason.

V. DIRECTION AT SCENE OF EMERGENCY.

The Commanding Officer of the Requesting Jurisdiction shall be in charge of operations at the scene of the Emergency. The personnel and equipment of the Responding Jurisdiction shall cooperate with the direction of the Commanding Officer of the Requesting Jurisdiction upon arriving at the scene of the Emergency.

VI. WITHDRAWAL OF PERSONNEL AND EQUIPMENT FROM THE EMERGENCY.

The personnel or equipment of a Responding Jurisdiction may be withdrawn at any time at the discretion of the Commanding Officer of a Responding Jurisdiction. The Responding Jurisdiction shall not have any obligation to keep its personnel or equipment in the Requesting Jurisdiction for a longer period of time that is deemed necessary by the Commanding Officer of the Responding Jurisdiction. A Responding Jurisdiction shall not be liable to a Requesting Jurisdiction for leaving the scene of any Emergency.

VII. COSTS OF RESPONDING.

The Jurisdictions agree that they will not reimburse each other for the costs of any usual and customary services rendered under this Agreement, including wages, disability payments, retirement, furlough payments, charges made for equipment, supplies, and material used or expended while rendering assistance under the Agreement, unless the Requesting Jurisdiction recovers the costs of responding to the Emergency from the State or Federal Government, the party legally responsible for causing the Emergency, or as otherwise agreed in writing when presented with an invoice within 30 days of the Emergency detailing all such charges and costs.

VIII. INDEPENDENT CONTRACTOR.

Each Jurisdiction shall be considered an independent contractor and not an agent or employee of the other. Nor shall an agent or employee of a Jurisdiction be considered an agent or employee of the other Jurisdiction. Each Jurisdiction shall remain responsible for any claims arising out of their own acts or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase any Jurisdictions liability for, or immunity from, tort claims.

IX. INSURANCE.

Each Jurisdiction shall maintain during the term of the Agreement appropriate liability insurance and Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

X. THIRD PARTY BENEFICIARIES.

This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

XI. NON-DISCRIMINATION.

The Jurisdiction agree not to discriminate against an 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 race, color, religion, nation origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the Agreement.

XII. FORCE MAJEURE.

If because of Force Majeure any party is unable to carry out any of their obligations under this contract (other than obligations of such party to pay or expend money for or in connection with the performance of this agreement), and if such party promptly gives to the other party concerned written notice of such Force Majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such Force Majeure and during its reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance.

XIII. OTHER AGREEMENTS.

It is not the Jurisdictions' intent by any provision of this Agreement to affect the terms of any other Agreement with respect to emergency management services or any emergency management assistance agreement of any Participating Jurisdiction or any mutual aid agreement between local agencies within the Participating Jurisdiction.

XIV. WITHDRAWAL.

Any Jurisdiction desiring to withdraw from this Agreement shall give thirty (30) days written notice, including the reason for withdrawal. The withdrawal of any Jurisdiction from the Agreement shall not affect this Agreement with respect to the remaining Participating Jurisdictions.

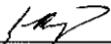
XV. TERM.

The term of this Agreement shall be four (4) years from the date of execution by all of the above-mentioned Participating Jurisdictions. Therefore, this Agreement shall continue in effect for successive four year periods unless terminated or amended in writing.

XVI. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. This Agreement may not be amended unless in writing and signed by all Participating Jurisdictions.

IN WITNESS WHEREOF, the following have executed this Agreement in counterparts on the dates indicated below.


Signature of Chief Law Enforcement Officer

INTERIM CHIEF
Title

2-27-12
Date

CRAIG REMSBERG
Printed Name of Chief Law Enforcement Officer

BOYNE CITY POLICE DEPT.
Agency

Signature of Chairman: Governing Board

Date

Printed Name of Chairman: Governing Board

Renewal 2012
Rev./ 06

**NORTHERN MICHIGAN MUTUAL AID
RECIPROCAL LAW ENFORCEMENT AGREEMENT**

For the purpose of rendering reciprocal police assistance to one another in case of emergencies, pursuant to Public Act No. 236 of 1967, MCL 123.811 *et seq.*, Alcona County, Alpena County, Antrim County, Benzie County, Charlevoix County, Cheboygan County, Crawford County, Emmet County, Grand Traverse County, Kalkaska County, Leelanau County, Manistee County, Missaukee County, Montmorency County, Osceola County, Oscoda County, Otsego County, Presque Isle County, Roscommon County, Wexford County, Boyne City, Rogers City, Village of Bellaire, City of Cadillac, City of Charlevoix, City of Frankfort, Village of Kalkaska, City of Petoskey, City of Traverse City, Grand Traverse Band of Odawa and Chippewa Indians, and Little Traverse Bay Bands of Odawa Indians (the "Jurisdictions" or "Participating Jurisdictions") hereby enter into a Mutual Aid Reciprocal Law Enforcement Agreement (the "Agreement"), upon the following terms and conditions:

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XIII. OTHER AGREEMENTS.

It is not the Jurisdictions' intent by any provision of this Agreement to affect the terms of any other Agreement with respect to emergency management services or any emergency management assistance agreement of any Participating Jurisdiction or any mutual aid agreement between local agencies within any Participating Jurisdiction.

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XV. TERM.

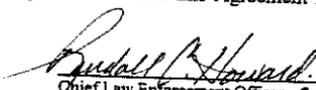
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This Agreement constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. This Agreement may not be amended unless in writing and signed by all Participating Jurisdictions.

IN WITNESS WHEREOF, the following have executed this Agreement in counterparts on the dates indicated below.

Dated: 10-18-07


Chief Law Enforcement Officer *CHIEF of Police*
Bozome City, N.J.

Dated: 10-15-07


Chairman: Governing Body
City Manager
Bozome City

Rev./06

CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*
From: Cindy Grice, City Clerk/Treasurer *cg*
Date: February 23, 2012
Subject: Board of Review Member
Appointment



Board of Review member Jodi Clemens term expired January 31, 2012 and she recently informed me that she is no longer able to be on the board and did not wish to seek reappointment.

A public notice advertising the open Board of Review position was placed in the local publications. Roselee Rau, who is also one of the City's certified Election Inspectors, was the only applicant for the Board.

City Charter Section 11.6 requirements for the Board of Review membership states "The appointment of members of such Board shall be based upon their knowledge and experience in property valuations". Ms. Rau states on her application that she wishes to be involved in our city, has a good understanding of property taxes, she retired from a Material Control Planner position and has the time to participate.

Since the board does not hold regular meetings, both of the other board members, John Talboys and Oral Sutliff have been contacted and verbally gave their recommendation that the City Commission appoint Roselee to the board. Therefore, I am recommending that the City Commission appoint Roselee Rau to the Board of Review for a three year term, expiring January 31, 2015.

CITY OF BOYNE CITY

319 North Lake Street

Boyne City, MI 49712

(231) 582-5597

FEB 15 2012



BOARD MEMBER APPLICATION

The City understands you are interested in becoming a member on one of the City Advisory Boards/Commissions. We appreciate your interest and future dedication to Boyne City. In order for the City to have information on file as reference when the next board has an opening, we ask you please complete the following and return to City Hall.

See next page for a list of Boyne City Advisory Boards or Commissions, term of appointment, and meeting schedule.

Name: Roselee N. Rau
Address: 652 E. Main St. Boyne City, MI 49712
Telephone: 231-582-2216 (daytime) 231-582-2216 (evening)
Email: rau.r@att.net
Occupation: Retired Material Control Planner

Please check any Advisory Board or Commission you may be interested in.

- | | |
|---|--|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Historical Commission | <input type="checkbox"/> Downtown Development Authority/ Main Street Program |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Parks and Recreation Commission |
| <input checked="" type="checkbox"/> Board of Review | <input type="checkbox"/> Housing Commission |
| <input type="checkbox"/> Local Development | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Finance Authority | <input type="checkbox"/> District Library Board |
| <input type="checkbox"/> Historic District Commission | |

Reason(s) you wish to serve:

- ① To be involved in our city
- ② Jody Clemens contacted me about the opening.
- ③ Retired and have time to participate.
- ④ Have always loved working with people and members. Have a good understanding of property values.

Other community or civic service activities: Election Inspector

Signature: Roselee N. Rau

Date: 2-15-2012

Sec. 11.5. Preparation of the assessment roll.

On or before the first Monday in March in each year the assessor shall prepare and certify an assessment roll of all property in the city subject to taxation. Such roll shall be prepared in accordance with statute and this Charter. Values shall be estimated according to recognized methods of systematic assessment. The records of the assessor shall show separate figures for the value of the land, of the building improvements and of personal property; and the method of estimating all such values shall be as nearly uniform as possible.

On or before the first Monday in March the assessor shall give by first class mail, a notice of any increase over the previous year in the assessed value of any property or of the addition of any property to the roll to the owner as shown by such assessment roll. The failure to give any notice or of the owner to receive it shall not invalidate any assessment roll or assessment thereon.

State law reference—Charter may provide times for preparation of assessment roll, MCL 117.3(1); assessment rolls, MCL 211.24 et seq.

Sec. 11.6. Board of review.

The board of review shall be composed of three feeholders of the city who shall meet the eligibility requirements for elective officers contained in section 6.1 and who during their term of office shall not be city employees. The appointment of members of such board shall be based upon their knowledge and experience in property valuation. Three members of the board shall be appointed by the commission in January, 1961, one of said members to serve for one year, another to serve for two years and another to serve for three years, and in each January thereafter one person shall be appointed to the board of review to fill the vacancy of the member whose term expires that year. The commission shall fix the compensation of the members of the board. The board of review shall annually in February select its own chairman for the ensuing year, and the assessor shall be clerk of the board and shall be entitled to be heard at its sessions, but shall have no vote.

State law reference—Board of review, MCL 211.28 et seq., MCL 211.107(3).

Sec. 11.7. Meetings of the board of review.

The board of review shall convene in its first session on the Wednesday following the first Monday in March of each year at such time of day and place as shall be designated by the commission and shall remain in session for at least eight hours for the purpose of considering and correcting the roll. In each case in which the assessed value of any property is increased over the amount shown on the assessment roll as prepared by the assessor or any property is added to such roll by the board, or the board has resolved to consider at its second session such increasing of an assessment or the adding of any property to such roll, the assessor shall give notice thereof to the owners as shown by such roll by first class letter mailed not later than the second day following the end of the first session of the board. Such notice shall state the date, time, place and purpose of the second session of the board. The failure to give notice or of the owner to receive it shall not invalidate any assessment roll or assessment thereon.

The board of review shall convene in its second session on Wednesday following the third Monday in March of each year at such time of day and place as shall be designated by the commission and shall continue in session until all interested persons have had an opportunity to be heard, but in no case for less than six hours. At the second session, the board may not increase any assessment or add any property to the roll except in those cases which the board resolved at its first session to consider such increase or addition at its second session.

State law reference—Meetings of board of review, MCL 211.29 et seq., MCL 211.107(3).

Sec. 11.8. Notice of meetings.

Notice of the time and place of the holding of the sessions of the board of review shall be published by the clerk at least ten days prior to each session of the board.

Editor's note—Notice of board of review meetings would appear to be controlled by MCL 211.107(3), MCL 211.29.

Sec. 11.9. Duties and functions of board of review.

For the purpose of revising and correcting assessments the board of review shall have the

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES

CASH SUMMARY BY FUND FOR BOYNE CITY
 FROM 01/01/2012 TO 01/31/2012
 User: Cindy
 DB: Boyne City

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

CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 01/01/2012	Total Debits	Total Credits	Ending Balance 01/31/2012
101	GENERAL FUND	1,825,851.22	110,458.44	255,788.65	1,680,321.01
202	MAJOR STREET FUND	8,840.84	68,084.71	47,132.84	29,792.71
203	LOCAL STREET FUND	849.09	66,466.03	88,271.59	(20,856.47)
209	CEMETERY FUND	445.25	1,620.00	2,348.27	(83.02)
210	AMBULANCE FUND	13,947.50	19,621.39	33,483.54	85.35
211	SPECIAL PROJECTS FUND	630.45	0.00	0.00	630.45
226	RUBBISH COLLECTION FUND	0.00	0.00	0.00	0.00
244	FIRE DEPARTMENT FUND	272,245.46	0.00	10,631.21	261,614.25
248	DOWNTOWN DEVELOPMENT AUTHORITY	255,873.39	580.00	12,215.89	244,237.50
251	LDEA FUND	907,239.94	0.00	1,851.67	905,388.27
285	MARINA FUND	154,419.58	451.00	376.30	154,494.28
295	AIRPORT FUND	36,757.99	3,612.65	12,678.47	27,692.17
401	VIBRANT SMALL CITIES INITIATIVE FUND	721,161.00	0.00	0.00	721,161.00
410	BOYNE SENIORS CENTER FUND	39.45	0.00	0.00	39.45
590	WASTEWATER FUND	1,472,162.15	36,426.01	30,688.13	1,477,900.03
592	WATER FUND	146,044.21	47,919.98	27,921.85	156,042.34
561	MOTOR POOL FUND	627,432.70	53,402.37	30,219.09	650,615.98
	TOTAL - ALL FUNDS	6,433,840.22	408,842.58	553,607.50	6,289,075.30

DB: Boyne City

PERIOD ENDING 01/31/2012

ACCOUNT	DESCRIPTION	2011-12	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BSGT USED
		AMENDED BUDGET	01/31/2012 NORMAL (ABNORM)	MONTH 01/31/20 INCREASE (DECR)	BALANCE NORMAL (ABNORM)	
Fund 101 - GENERAL FUND						
Revenues						
031	REVENUES	2,708,367.00	2,503,736.59	21,975.31	204,630.41	92.44
032	REVENUES	264,055.00	212,956.66	53,732.00	51,098.34	80.65
033	REVENUES	137,000.00	99,000.00	11,000.00	38,000.00	72.26
034	REVENUES	139,500.00	38,030.99	850.47	101,469.01	27.26
035	REVENUES	9,700.00	7,046.00	1,444.20	2,654.00	72.64
036	REVENUES	364,998.00	113,248.18	18,839.32	251,749.82	31.03
TOTAL Revenues		3,623,620.00	2,974,018.42	107,841.30	649,601.58	82.07
Expenditures						
101	LEGISLATIVE	17,218.00	17,310.72	(25.00)	(92.72)	100.54
151	PLANNING	153,905.00	106,741.00	13,787.85	47,164.00	69.30
173	GENERAL SERVICES	520,606.00	382,106.21	49,353.96	138,499.79	73.40
191	ELECTIONS	3,500.00	1,281.97	0.00	2,218.03	36.63
208	ACCOUNTING/AUDIT	13,000.00	12,633.00	98.00	367.00	97.18
209	ASSESSMENT/TAXES	83,790.00	27,214.64	277.21	56,485.36	32.51
210	LEGAL	60,000.00	38,603.44	5,127.26	21,396.56	64.34
248	GENERAL/OTHER SERVICES	96,000.00	85,844.05	15,907.95	10,155.95	89.42
250	HOUSING	305,000.00	184,683.70	14,338.60	120,316.30	60.55
265	PUBLIC BUILDINGS	164,038.00	91,805.24	12,953.15	73,032.76	55.48
201	POLICE DEPARTMENT	645,257.00	463,162.00	35,818.49	182,095.00	71.78
706	ENVIRONMENTAL	1,200.00	1,000.00	0.00	200.00	83.33
751	PARKS & RECREATION	276,360.00	172,405.28	7,241.35	103,954.72	62.38
804	MUSEUM	2,742.00	2,161.70	142.09	580.30	78.84
809	SIDEWALKS	80,000.00	22,800.75	5,618.94	57,199.25	28.50
999	CONTINGENCY	63,499.00	50,496.14	34,487.12	13,002.86	79.52
965	TRANSFERS OUT	1,137,595.00	488,052.43	15,000.00	649,542.57	42.90
TOTAL Expenditures		3,623,620.00	2,147,502.27	214,126.97	1,476,117.73	59.26
Fund 101:						
TOTAL REVENUES		3,623,620.00	2,974,018.42	107,841.30	649,601.58	82.07
TOTAL EXPENDITURES		3,623,620.00	2,147,502.27	214,126.97	1,476,117.73	59.26
NET OF REVENUES & EXPENDITURES		0.00	826,516.15	(106,285.67)	(826,516.15)	100.00
Fund 202 - MAJOR STREET FUND						
Revenues						
030	REVENUES	579,887.00	201,522.65	53,430.80	378,364.35	34.75
TOTAL Revenues		579,887.00	201,522.65	53,430.80	378,364.35	34.75
Expenditures						
51	CONSTRUCTION	43,750.00	22,323.80	(5,226.45)	21,426.20	51.03
63	ROUTINE MAINTAINANCE	288,215.00	375,492.40	(87.39)	(87,277.40)	130.28
74	TRAFFIC SERVICE	40,930.00	18,177.40	935.74	22,752.60	44.41
78	WINTER MAINTAINANCE	118,320.00	56,831.00	30,285.31	61,489.00	48.03
82	ADMINISTRATION	88,672.00	47,109.06	6,571.72	41,562.94	53.13
TOTAL Expenditures		579,887.00	519,933.66	32,478.93	59,953.34	89.66
Fund 202:						
TOTAL REVENUES		579,887.00	201,522.65	53,430.80	378,364.35	34.75
TOTAL EXPENDITURES		579,887.00	519,933.66	32,478.93	59,953.34	89.66
NET OF REVENUES & EXPENDITURES		0.00	(318,411.01)	20,951.87	318,411.01	100.00
Fund 203 - LOCAL STREET FUND						
Revenues						
030	REVENUES	1,201,337.00	508,008.72	54,877.54	693,328.28	42.29
TOTAL Revenues		1,201,337.00	508,008.72	54,877.54	693,328.28	42.29
Expenditures						
51	CONSTRUCTION	527,830.00	556,759.38	43,694.86	(28,929.38)	105.48
63	ROUTINE MAINTAINANCE	476,675.00	176,814.58	1,756.12	299,860.42	37.09
74	TRAFFIC SERVICE	25,880.00	3,700.36	482.99	22,179.64	14.30
78	WINTER MAINTAINANCE	107,942.00	49,947.24	24,820.62	57,994.76	46.27
82	ADMINISTRATION	63,010.00	44,700.20	5,928.51	18,309.80	70.94

ACCOUNT DESCRIPTION	2011-12	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDG USED
	AMENDED BUDGET	01/31/2012 NORMAL	MONTH 01/31/20 INCREASE (DECR ABNORM)	BALANCE NORMAL (ABNORM)	
Fund 203 - LOCAL STREET FUND					
Expenditures					
TOTAL Expenditures	1,201,337.00	831,921.76	76,683.10	369,415.24	69.25
Fund 203:					
TOTAL REVENUES	1,201,337.00	508,008.72	54,877.54	693,328.28	42.29
TOTAL EXPENDITURES	1,201,337.00	831,921.76	76,683.10	369,415.24	69.25
NET OF REVENUES & EXPENDITURES	0.00	(323,913.04)	(21,805.56)	323,913.04	100.00
Fund 209 - CEMETERY FUND					
Revenues					
030 REVENUES	83,067.00	23,365.00	1,820.00	59,702.00	28.13
TOTAL Revenues	83,067.00	23,365.00	1,820.00	59,702.00	28.13
Expenditures					
040 EXPENDITURES	83,067.00	68,210.63	2,348.27	14,856.37	82.12
TOTAL Expenditures	83,067.00	68,210.63	2,348.27	14,856.37	82.12
Fund 209:					
TOTAL REVENUES	83,067.00	23,365.00	1,820.00	59,702.00	28.13
TOTAL EXPENDITURES	83,067.00	68,210.63	2,348.27	14,856.37	82.12
NET OF REVENUES & EXPENDITURES	0.00	(44,845.63)	(528.27)	44,845.63	100.00
Fund 210 - AMBULANCE FUND					
Revenues					
030 REVENUES	596,040.00	444,253.30	16,065.07	151,786.70	74.53
TOTAL Revenues	596,040.00	444,253.30	16,065.07	151,786.70	74.53
Expenditures					
040 EXPENDITURES	594,268.00	514,767.90	52,897.56	79,500.10	86.62
TOTAL Expenditures	594,268.00	514,767.90	52,897.56	79,500.10	86.62
Fund 210:					
TOTAL REVENUES	596,040.00	444,253.30	16,065.07	151,786.70	74.53
TOTAL EXPENDITURES	594,268.00	514,767.90	52,897.56	79,500.10	86.62
NET OF REVENUES & EXPENDITURES	1,772.00	(70,514.60)	(36,832.49)	72,286.60	(3,979.3)
Fund 211 - SPECIAL PROJECTS FUND					
Revenues					
030 REVENUES	60.00	180.00	0.00	(120.00)	300.00
TOTAL Revenues	60.00	180.00	0.00	(120.00)	300.00
Fund 211:					
TOTAL REVENUES	60.00	180.00	0.00	(120.00)	300.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	60.00	180.00	0.00	(120.00)	300.00
Fund 226 - RUBBISH COLLECTION FUND					
Revenues					
030 REVENUES	29,000.00	25,574.06	0.00	3,425.94	88.19
TOTAL Revenues	29,000.00	25,574.06	0.00	3,425.94	88.19
Expenditures					
040 EXPENDITURES	29,000.00	25,574.06	0.00	3,425.94	88.19
TOTAL Expenditures	29,000.00	25,574.06	0.00	3,425.94	88.19

ACCOUNT DESCRIPTION	2011-12 AMENDED BUDGET	YTD BALANCE 01/31/2012 NORMAL	ACTIVITY FOR MONTH 01/31/20 (ABNORM INCREASE (DECR	AVAILABLE BALANCE NORMAL (ABNORM	% BDGT USED
Fund 226 - RUBBISH COLLECTION FUND					
Fund 226:					
TOTAL REVENUES	29,000.00	25,574.06	0.00	3,425.94	88.19
TOTAL EXPENDITURES	29,000.00	25,574.06	0.00	3,425.94	88.19
NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Fund 244 - FIRE DEPARTMENT FUND					
Revenues					
030 REVENUES	282,000.00	(24,500.51)	0.00	306,500.51	(8.69)
TOTAL Revenues	282,000.00	(24,500.51)	0.00	306,500.51	(8.69)
Expenditures					
040 EXPENDITURES	208,406.00	132,007.00	10,631.21	76,399.00	63.34
TOTAL Expenditures	208,406.00	132,007.00	10,631.21	76,399.00	63.34
Fund 244:					
TOTAL REVENUES	282,000.00	(24,500.51)	0.00	306,500.51	8.69
TOTAL EXPENDITURES	208,406.00	132,007.00	10,631.21	76,399.00	63.34
NET OF REVENUES & EXPENDITURES	73,594.00	(156,507.51)	(10,631.21)	230,101.51	(212.66)
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
Revenues					
030 REVENUES	613,525.00	462,389.27	530.00	151,135.73	75.37
731 EXPENDITURES	0.00	50.00	50.00	(50.00)	100.00
TOTAL Revenues	613,525.00	462,439.27	580.00	151,085.73	75.37
Expenditures					
731 EXPENDITURES	535,766.00	232,197.74	12,215.89	303,568.26	43.34
TOTAL Expenditures	535,766.00	232,197.74	12,215.89	303,568.26	43.34
Fund 248:					
TOTAL REVENUES	613,525.00	462,439.27	580.00	151,085.73	75.37
TOTAL EXPENDITURES	535,766.00	232,197.74	12,215.89	303,568.26	43.34
NET OF REVENUES & EXPENDITURES	77,759.00	230,241.53	(11,635.89)	(152,482.53)	296.10
Fund 251 - LDFA FUND					
Revenues					
030 REVENUES	208,829.00	152,932.02	0.00	55,896.98	73.23
TOTAL Revenues	208,829.00	152,932.02	0.00	55,896.98	73.23
Expenditures					
040 EXPENDITURES	247,489.00	146,221.38	1,851.67	101,267.62	59.08
TOTAL Expenditures	247,489.00	146,221.38	1,851.67	101,267.62	59.08
Fund 251:					
TOTAL REVENUES	208,829.00	152,932.02	0.00	55,896.98	73.23
TOTAL EXPENDITURES	247,489.00	146,221.38	1,851.67	101,267.62	59.08
NET OF REVENUES & EXPENDITURES	(38,660.00)	6,710.64	(1,851.67)	(45,370.64)	(17.36)
Fund 285 - MARINA FUND					
Revenues					
030 REVENUES	108,800.00	89,672.79	398.55	19,127.21	82.42
TOTAL Revenues	108,800.00	89,672.79	398.55	19,127.21	82.42
Expenditures					
040 EXPENDITURES	105,600.00	97,930.05	323.85	7,669.95	92.74

PERIOD ENDING 01/31/2012

ACCOUNT DESCRIPTION	2011-12	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BGDG USED
	AMENDED BUDGET	01/31/2012 NORMAL (ABNORM)	MONTH 01/31/20 INCREASE (DECR)	DECR	BALANCE NORMAL (ABNORM)	
Fund 285 - MARINA FUND Expenditures						
TOTAL Expenditures	105,600.00	97,930.05	323.85		7,669.95	92.74
Fund 285:						
TOTAL REVENUES	108,800.00	89,672.79	398.55		19,127.21	82.42
TOTAL EXPENDITURES	105,600.00	97,930.05	323.85		7,669.95	92.74
NET OF REVENUES & EXPENDITURES	3,200.00	(8,257.26)	74.70		11,457.26	(258.04)
Fund 295 - AIRPORT FUND Revenues						
030 REVENUES	113,961.00	86,617.01	2,795.16		27,343.99	76.01
TOTAL Revenues	113,961.00	86,617.01	2,795.16		27,343.99	76.01
Expenditures						
040 EXPENDITURES	123,450.00	24,978.49	3,006.00		98,471.51	20.23
TOTAL Expenditures	123,450.00	24,978.49	3,006.00		98,471.51	20.23
Fund 295:						
TOTAL REVENUES	113,961.00	86,617.01	2,795.16		27,343.99	76.01
TOTAL EXPENDITURES	123,450.00	24,978.49	3,006.00		98,471.51	20.23
NET OF REVENUES & EXPENDITURES	(9,489.00)	61,638.52	(210.84)		(71,127.52)	(649.58)
Fund 410 - BOYNE SENIORS CENTER FUND Expenditures						
040 EXPENDITURES	0.00	171.28	0.00		(171.28)	100.00
TOTAL Expenditures	0.00	171.28	0.00		(171.28)	100.00
Fund 410:						
TOTAL REVENUES	0.00	0.00	0.00		0.00	0.00
TOTAL EXPENDITURES	0.00	171.28	0.00		(171.28)	100.00
NET OF REVENUES & EXPENDITURES	0.00	(171.28)	0.00		171.28	100.00
Fund 590 - WASTEWATER FUND Revenues						
030 REVENUES	1,133,520.00	562,522.98	85,835.51		570,997.02	49.63
TOTAL Revenues	1,133,520.00	562,522.98	85,835.51		570,997.02	49.63
Expenditures						
090 EXPENDITURES	1,239,491.00	606,167.72	30,502.46		633,323.28	48.90
TOTAL Expenditures	1,239,491.00	606,167.72	30,502.46		633,323.28	48.90
Fund 590:						
TOTAL REVENUES	1,133,520.00	562,522.98	85,835.51		570,997.02	49.63
TOTAL EXPENDITURES	1,239,491.00	606,167.72	30,502.46		633,323.28	48.90
NET OF REVENUES & EXPENDITURES	(105,971.00)	(43,644.74)	55,333.05		(62,326.26)	41.19
Fund 592 - WATER FUND Revenues						
030 REVENUES	0.00	(196.51)	(196.51)		196.51	100.00
032 REVENUES	572,700.00	621,973.16	51,252.15		(49,273.16)	108.60
TOTAL Revenues	572,700.00	621,776.65	51,055.64		(49,076.65)	108.57
Expenditures						
092 EXPENDITURES	483,875.00	651,361.13	27,448.05		(167,486.13)	134.61

ACCOUNT DESCRIPTION	2011-12	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDC
	AMENDED	01/31/2012	MONTH 01/31/20	BALANCE	
	BUDGET	NORMAL (ABNORM)	INCREASE (DECR)	NORMAL (ABNORM)	USED
Fund 592 - WATER FUND					
Expenditures					
TOTAL Expenditures	483,875.00	651,361.13	27,448.05	(167,486.13)	134.61
Fund 592:					
TOTAL REVENUES	572,700.00	621,776.65	51,055.64	(49,076.65)	108.57
TOTAL EXPENDITURES	483,875.00	651,361.13	27,448.05	(167,486.13)	134.61
NET OF REVENUES & EXPENDITURES	88,825.00	(29,584.48)	23,607.59	118,409.48	(33.31)
Fund 661 - MOTOR POOL FUND					
Revenues					
030 REVENUES	350,050.00	225,407.84	48,748.98	124,642.16	64.39
TOTAL Revenues	350,050.00	225,407.84	48,748.98	124,642.16	64.39
Expenditures					
040 EXPENDITURES	465,149.00	198,958.47	30,219.09	266,190.53	47.77
TOTAL Expenditures	465,149.00	198,958.47	30,219.09	266,190.53	42.77
Fund 661:					
TOTAL REVENUES	350,050.00	225,407.84	48,748.98	124,642.16	64.39
TOTAL EXPENDITURES	465,149.00	198,958.47	30,219.09	266,190.53	42.77
NET OF REVENUES & EXPENDITURES	(115,099.00)	26,449.37	18,529.89	(141,548.37)	(22.98)
TOTAL REVENUES - ALL FUNDS					
TOTAL REVENUES - ALL FUNDS	9,496,396.00	6,353,790.20	423,448.55	3,142,605.80	66.91
TOTAL EXPENDITURES - ALL FUNDS	9,520,405.00	6,197,903.54	494,733.05	3,322,501.46	65.10
NET OF REVENUES & EXPENDITURES	(24,009.00)	155,886.66	(71,284.50)	(179,895.66)	649.28

UNFINISHED BUSINESS

CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*
From: Scott McPherson, Planning Director *SM*
Date: February 28, 2012
Subject: Kirtland Products Status Update



Since the City Commission meeting of February 14, City staff has continued to monitor and document the operation of the Kirtland facility. In addition, in accordance with the direction of the City Commission, the following actions have been taken.

An RFP has been developed and distributed directly to 15 firms and has been submitted to the Northwest Michigan Council of Governments Procurement Technical Assistance Center for direct distribution to member firms. The RFP has been placed on the website and has been advertised in the Boyne Gazette and the Traverse City Record Eagle. Firms will have until March 12th to submit proposals.

A Citizen Committee comprising of 10 members and 3 City staff support persons has been established. City staff is currently working with committee members to schedule a meeting as soon as possible. The following persons have agreed to serve on the committee.

Committee Members

Tom Johnson
Bud Shear
Kirk Jabara
Larue Leaman
Ryan Giem
Al Aown
Mike Hausler
Leon Tupper
Mike Lange
Tom Monley

City Staff Support

Hugh Conklin
Scott McPherson
Barb Brooks



CITY OF BOYNE CITY

MEMO

To: Michael Cain, City Manager *Mc*

From: Barb Brooks, Executive Assistant *BB*

Date: February 24, 2012

Subject: Goal Setting Process -Additional Information

Attached for your review is a summary list of the comments taken from the both the public input session (copied from the flip charts) as well as the survey (paper & online) regarding question 3 (Top Challengers and/or Opportunities) for Boyne City.

Comments that came out of the January 12th public meeting are italicized so you can differentiate between the comments taken from the survey. I have also tried to group subject matter together when possible for easier viewing. The "Add'l similar comments" column identifies how many times a similar comment was made about a particular subject.

I have also attached a summary of the overall survey questions and a summary from the public input meeting for your review. More detailed information can be made available regarding the correlation between votes, comments and demographics as well as an original list of all comments from the survey.

Commission Recommendation: That you review and digest the attached information, let me know if you would like to receive any additional reports to review and bring it back for discussion or possible action at a future meeting of your choice.

Airport - GPS approach

Arts - Continue to support The arts and any other ideas that might bring activities to the downtown area.	
Benches - more benches along major walkways (for youth, seniors, handicap) (i.e. path on Division St.)	5
Business - attract & retain existing businesses	9
Business - attract business but not at the expense of existing businesses	
Business - attract new business with full-time & pays sustainable wages, professional business sector	4
Business - balance economic opportunities with proactive environmental awareness	
Business - Carters bldg shouldn't be vacant	
Business - Creating and attracting an even balance of businesses that can be supported within the community.	
Business - develop new businesses	2
Business - Dinner cruise boat	
Business - E. Main St. (rent out the buildings)	
Business - Economy slows too much in off seasons	
Business - encourage small business start up	
Business - encourage to shop local	
Business - Entertainment, revitalize/open theater	2
Business - Entertainment, theater, bowling alley, family friendly activities	
Business - Food & Drink, another fast food option	
Business - Food & Drink, more dining options	
Business - Food & Drink, family oriented restaurant	
Business - Food & Drink, fill empty food establishments	
Business - Food & Drink, Improve for senior citizens	
Business - Food & Drink, lack of good restaurants	
Business - Food & Drink, Micro-brewery, bring one to town	1
Business - Food & Drink, more restaurants	
Business - Food & Drink, need steakhouse	
Business - Food & Drink, outside dining	
Business - Food & Drink, too many restaurants	
Business - Food & Drink, turning BC into a foodie mecca.	
Business - Food & Drink, upscale restaurant	
Business - Keeping buildings full with business	
Business - Lodging, need NEW hotel	
Business - Maintain & support local, small businesses, no box stores	4
Business - no big box stores like neighboring communities	
Business - opportunity, cooking, craft & nature classes or water related activities	
Business - pharmacy (Rite-Aid/Walgreens) with drive up	1
Business - Retail - Having a good selection of business' to serve the needs of the people	
Business - Retail, add men's clothing store	
Business - retail, add more needful stores	
Business - Retail, add office supply store	
Business - Retail, limited shopping selection	
Business - Retail, shopping, offer more diverse	
Business - solid business base	
Business Incentives, offer more & attract businesses. Make financially attractive to have businesses in town.	2
Chamber bldg enlarged but stay in same location	
Chamber of Commerce - building is eyesore, inside & out	
Character - BC does a lot of good things, such as this survey! Don't be too hard on yourself, a boatload of cities in northern Michigan would like to be in your shoes.	
Character - Downtown environment, continue with positive, build on current successes and accolades keep positive articles in the newspaper	2
Character - hold on to present identity, keep town's character, be progressive but quaint, protect small town atmosphere	13
Character - keep residents thinking positive & creative, keeping a positive approach	1
Character - Keeping the Maybury RFD atmosphere in and around Boyne.	

Character - Keeping the momentum of the past years going.	1
Character - maintain appeal as tourist destination, protect image as resort area	
Character - Making Boyne City more visually appealing	
Character - we are losing our small town appeal image	
City Facilities - improve	
City Facilities - improve or consider new location	3
City Facilities - move off water	1
City Facilities - move off waterfront	2
City Facilities - museum, move into the Odd Fellows Bldg.	7
City facilities - relocate fire & police	
City Government - finances, overboard on spending for improvements	
City Government - Leaders, Boards/Commissions need more vision	
City Government - over regulation	
City Government - some have been there too long, need young blood	
City Government - Too many organizations making decisions; seems there is a separate committee for everything	
City Property - Make better use of North Boyne Property	
City Services - EMS sustainability	
City Services - provide and maintain	2
City services - Providing better services for all of Boyne City area.	1
City Staff - better, more efficient use of workers time	
City Staff - improve Police Dept.. doesn't fit our small town feel, uninterested police force, needs new leadership	
City staff - more efficient, less manpower in DPW	2
City Staff - not privatizing workers/positions	
City Staff - poor management	
Communication - As Boyne City grows it incorporates new problems ; communication of these problems and solutions need positive reflection instead of the rumor mill process of condemn first.	
Communication - Improve	
Community - always keep the locals in mind	
Community - balance citizen needs with business needs	
Community - Buff up Boyne, increase awareness	
Community - capitalize on complete outdoor experience in the area	
Community - Celebrate our community spirit and volunteerism	
Community - continue to energize volunteers	
Community - Decrease the difference between the 'haves' and 'have nots	
Community - families are struggling financially	
Community - Finding ways to upgrade/revitalize the older in-town neighborhoods.	
Community - helping residents deal with change and not always thinking "it used to be"	
Community - homelessness & unemployment	
Community - keep momentum going	
Community - keep small town feel, bigger isn't always better	
Community - Keeping properly educated people in the area to help businesses grow	
Community - maintain quality of life	1
Community - maintain quality of Life (make smart decisions)	
Community - maintain small town, friendly feel while growing & expanding	4
Community - make viable city for residents	
Community - negative attitude from some native residents	
Community - proactive attitude towards newcomers	
Community - self-sufficient direction for food, energy & transportation	
Community - think long term, not just today	
Community - year 'round foot traffic	
Community Garden - expand	
Community- more focus on year round residents	
Community participation - add fun activities	
Community participation in community projects, continue.	
Community pride & ownership - continue to foster and it will continue to benefit everyone	
Development - don't over develop	
Development - Idle and undeveloped property.	

Devlon - buy the property for public open space, City needs to take ownership and turn into public park	
force owners to convert to public park area, great public beach area	4
Devlon - devlop into something	
Devlon - finish started projects	
Devlon - Make some hard moves on the development (or non development)	
Devlon - resolve, clean up mess, eyesore, embarrassment, do something	15
<i>Devlon property - clean up</i>	9
<i>Devlon/Dilworth, continue to strive for positive results</i>	4
Dilworth - redevelop to enhance economic revitalization downtown, reopen, restore before lost, save	
It has to happen. It is such a Land Mark.	15
Dilworth - unfinished development	
<i>Dilworth redevelopment</i>	10
Downtown - add bicycle racks / lots	
Downtown - broaden selection of upscale shopping & restaurants	
<i>Downtown - Coopers & Parkside locations need viable businesses</i>	2
<i>Downtown - Coopers (entire building) make viable</i>	
Downtown - encourage more shopping & eating	
<i>Downtown - fill empty stores/buildings (Carters, Dilworth Lally, etc.)</i>	1
Downtown - find investors to renovate Lake St. corridor	
Downtown - Focus on unification, not differentiation of sections downtown. Boyne is too small to be so divided.	
<i>Downtown - healthy business environment</i>	
Downtown - improve business atmosphere	
Downtown - improve entrance, beautification Roadway between middle school and downtown	
Downtown - increase shopping opportunities	
Downtown - keep downtown interesting to shoppers or diners	
<i>Downtown - Lake St business improvements (Sportsman's to Theater)</i>	4
<i>Downtown - Lake St. incentives to fill and develop store fronts</i>	2
Downtown - maintain strong buisness district	
<i>downtown - make more walkable, cohesive and fill empty buildings</i>	3
Downtown - more shops & restaraunts	
Downtown - more upscale galleries & shopping	
Downtown - movie theater	
Downtown - need more pubs with entertainment	
Downtown - need more stores that sypply basic needs (shoes, men's clothing, etc.)	
Downtown - no more professional offices downtown	
<i>Downtown - Parkside (fill vacant building/buisness)</i>	1
Downtown - promote SOBO so Lake St businesses can prosper	
<i>Downtown - property improvement program sponsor clean/spruce-up efforts to encourage businesses</i>	
Downtown - Retail - keep spaces full, attract new retail, fill vacancies on water and s.lake St.	7
Downtown - retail needs useful, necessary shops, need many tourist shops, need more staples	
Downtown - Retail, diverse shopping opportunities	
Downtown - Retail, keep stores open for business	
Downtown - Retail, keeping and expanding tourist based businesses to increase the downtown draw.	
Downtown - Retail, need more stores for shopping.	1
Downtown - storefronts filling up (maintain the momentum)	
Downtown - sustainable retail & restaurants	
Downtown - thriving business district	
downtown - keep busy in the shoulder seasons	
<i>Downtown - maintain healthy attractive retail presence</i>	
<i>Dump - complete monitoring wells of toxins from old dump</i>	
<i>Economic Development</i>	3
Economy - improve	
Economy - poverty	
Economy / Poverty - address	
<i>Economy increase cash flow</i>	
Education - more opportunities for youth	
Education - retraining for older adults / displaced workers	
<i>Education / Training - career center, technology education</i>	4
Entrance/Corridor - clean up properties on M-75 S	

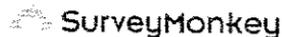
<i>Entrance/Cooridoor - improve appearance M-75</i>	1
<i>Entrance/Cooridoor to downtown - Co-op efforts w/ City & private to improve appearance</i>	3
<i>Entrance/Cooridoor to downtown - improve appearance of Boyne Ave starting at Pearl St.</i>	3
Environment - keep clean	
Environment - Pollution, better storm sewer runoff control to keep pollutants from entering lake	
Environment - protect & restore our waters & land, natural resources	1
Environment - protect even when trying to create jobs	
Environmental - awareness and be good stewards	
Events - add additional events	
Events - Consistant coordination of multiple events so they all have a good time slot and donot conflict.	
Events - continue and keep fresh & current	
Events - continue sponsoring activities	
Events - Downtown art / entertainment venues	
Events - great downtown base for events - keep building on that	
Events - great, keep them up	
Events - improve / enhance public entertainment & events	
Events - maintain and add downtown events	
Events - more fun winter activities	
Events - more fun winter activities	
Events - something similar to Stroll the Streets during the winter months	
Family - attract & retain young families	
<i>Farmers Market - Enhance</i>	1
Farmers Market - expand	
Farmers Market, - move to location w/ level ground	
Farmers Market, - no dogs	
<i>Fire - find permanent home for historical fire truck</i>	1
<i>Fiscal Responsibility - Maintain</i>	1
Grants - pursue more	
Grants - State & Federal interference, don't become dependant on grants lends to government control	
Grocery - Development of quality food selections	
Grocery - organic health food store	
Grocery - Store in Carters bldg	
Grocery - Store, add another (large size)	
Grocery - Store, add another in Carters Bldg.	
Grocery - Store, add another, competitive food market	11
Grocery - Store, add grocery chain or upgrade Glen's	
Grocery - Store, update & improve Glens	
<i>Grocery Store - need additional</i>	3
Growth - better controls on development projects	
Growth - citizens fighting against	
Growth - continue to attract population	
Growth - control growth and expansion while providing employment for our residents.	
Growth - maintain momentum, sustain current trend	1
Growth - manage growth without changing the nature of our town	2
Growth - managing it and directing it appropriately	2
Growth - need economic growth	
Growth - sustained growth keeping residents in mind	
Healthcare - accessibility, 24/7 urgent care	
Healthcare - accessibility..affordable & available	
Historic Preservation - stop spending money to preserve the past (Dilworth& building on Divison st) move on	
Housing - address affordable housing, lack of	6
<i>Housing - low income & program for abandoned homes</i>	2
Housing - prices	
Industrial Park - appropriate growth	
<i>Industrial Park - outside storage</i>	1
Industrial Park - use to creat jobs & long term leases, bring new industry	2
Industry - attract clean businesses to Industrial Park	
Industry - continue to promote and attract, Attract more development	3
Industry - Inviting industry by promoting industry	
Industry - need more to create more jobs	

Infrastructure - maintain	
Infrastructure - Park Street needs repaved	
Infrastructure - properly planned growth	
Infrastructure - sidewalks in residential areas are awful or non-existent	
Infrastructure - Streets - improve City streets(Court St)	2
Infrastructure - Streets - repair & maintain (condition of the streets outside of downtown)	
improve City streets (especially gravel streets)	6
Infrastructure - Streets & infrastructure - continue to improve streets & infrastructure	3
Infrastructure - support all of the traffic and parking for the events, venues and activities within the city.	
Jobs - attract & maintain employment, higher paying, sustainable, benefits, full-time, local residents year round, long term, Attracting employers	47
Jobs - How to create jobs?	
Jobs - increase opportunities for sustainable jobs for citizens to make a living, Creation, Retention & Attract	12
Jobs - increase opportunities and decrease unemployment	
Jobs - Keeping a small town while allowing locals to have jobs	
Jobs - Lack of employment opportunities.	
Jobs - Need more jobs so people can stay here.	
Jobs - Recruit business to create jobs	
Jobs - RetentionKirtland Products - settle issue and keep them in business	
Jobs - unemployment	
Kirtland - address noise	2
Kirtland - environmental impacts, long term	
Kirtland - negative affect on community, home values, surrounding neighbors & tourism, loss of future residents & jobs, produces jobs but lowers our standards of living	4
Kirtland - Resolve issues from the wood pellet plant. Help correct it. We can't afford to loose them..	5
Kirtland Products - address noise	4
Kirtland Products - Bad move. Boyne was good til then	
Kirtland Products - investigate vapor	1
Kirtland Products - noise and atmosphere pollution	
Kirtland Products - Plume not attractive for tourism	
Kirtland Products - Reasonable coexistence with residents	1
Kirtland Products - reduce noise and steam plume	
Kirtland Products- noise and odor	
Main Street program - continue	
Marina - develop marina and surrounding area	
Marina - Expand & renovate	5
Marina - improve current facility/docks	1
Marina - renovate, don't neglect	1
Marina - shoppers dockage, more boating facilities for shopping & visiting downtown	2
Marina - upgrade current facility/docks	
Marketing - statewide	1
Marketing - increased & improved signage on US 31, 131 & near Boyne Mt.	
Marketing - more downtate advertising our events	1
One Water Development- finish project	
Parking - "The Hill Preserve"	1
Parking - Additional and better access	
Parking - issue	
Parking - look into utilizing more parking from private business	
Parking - too restrictive to redevelopment	
Parks - Avalanche revamped to better serve current activities uses; multi-use trails carry risk of accidents	
Parks - Avalanche, don't over develop	1
Parks - Better use, access and improvements to Tannery Beach	3
Parks - consider select cut to improve healthy growth & use money for other improvements	
Parks - maintain, invest in additional amenities, add programs for kids, improve beach	1
Parks - mapping of hiking trails	2
Parks - Riverside park improve on walking trail	
Parks - some additional development, maintenance, improvements	
(skate park, dog park, sidewalks/paths to parks, more ball fields, disc golf, etc)	4
Parks / Public accesess - improve use	1

Parks - Penninsula Beach park improvements	1
Partnerships - continue to seek for more partnership opportunities	4
Pets - Dog Park	2
Pets - enforce no dogs at events	
Pets - Pet friendly community (dog park)	7
Pets - pet friendly for locals & tourists	
Pets- enforcement of cleaning up after pets, additional trash cans for disposal, dog park	1
Pharmacy - add another	
Projects - complete projects before moving on to something else (pavers on Main St)	
Public Releations - improve communication with public & city management	
Public Releations - reach out to silent majority	
Public Safety - address crime	
Public Safety - Crime	
Public Safety - Keeping Boyne City a safe place to live.	
Public Safety - Keeping it a safe, clean community	
Public Safety - police need to enforce speed limits better	
Public Safety - Traffic, Attention to speed on E. Lincoln St.	1
Public Safety - Traffic, Attention to speed on Water St.	1
Recreation - Continuing to build on opportunities w/out breaking the bank or harming environment	
Recreation - continue maintaining and expanding on Marina, beaches, bike paths & roads	
Recreation - Equipment, rent sports equipment for parks (croquet, badminton, tennis racquets)	
Recreation - expand opportunities throughout the city	
Recreation - skate park	
Recycling - curbside	5
Recycling - improve, maintain, expand current site	3
River - enhance (sidewalks/trails)	
Senior Citizen - increase activity opportunities, increase outdoor activity	2
Senior Citizens - more discounts	
Senior citizens - more focus on needs	
Senior complex, add gazebo at Deer Meadows	
Sidewalks - additional in neighborhoods and improve bad sidewalks	
Sidewalks - extend & maintain	
Sidewalks - improved and expanded snow removal	2
Sidewalks - more snow removal during the winter so residents can walk to town	
Street lights - add more	1
Tax Assessments - Property value and market value drop adjustments.	
Taxes - eliminate 1% admin fee	
Taxes - maintain current millage	
Taxes - non-homestead, drop in sev, doesn't reflect current value	3
Taxes - property improvement credit	
Taxes - raise taxes in the DDA area	
Taxes - Spending tax dollars wisely by chosing projects that support and promote the growth direction of the city and its healthy businesses.	
Taxes - too high, reduce to help community, lower for residents, lower property taxes to attract home ownership	
	10
The whiners when you try to keep 28 famiyls in the area	
Tourism - attract & retain	7
Tourism - capitalize on tourism dollars	
Tourism - family friendly place to visit	
Tourism - focus on highlighting small, tourist town	
Tourism - further develop spring & fall activities	
Tourism - increase during the winter months	
Tourism - mid-week specials for skiers & golfers	1
Tourism - promote being on the best lake and near best skiing in MI	
Tourism - Year round activities to attract people	
Trails - Bicycle Friendly/non-motorized trail - add trails, racks, lanes, etc.	
Trails - Bicycle trail - do not take peoples property	
Trails - Bicycle Trails - more mapped trails for biking rollerblading, etc.	2
Trails - Bicycle/non-motorized trail - Boyne City to Charlevoix and Boyne City to Boyne Falls	3
Trails - develop & improve non-motorized paths and connections to other trails	2

Trails - non-motorized between Boyne & Charlevoix & Boyne to Boyne Falls	5
Trails - Snowmobile trails, develop, make Boyne City snowmobile friendly	5
Transportation - continue shuttle service between Boyne City & Boyne Mt.	
Transportation - extended public bus service (later hours and weekends around town)	2
Transportation - free bus service for handicap	
Transportation - lack of taxis or shuttles	
Transportation - need more frequent public transportation to Petoskey	
Transportation - water taxi between BC & Charlevoix	
Utilities - bury overhead utility lines (Park St.)	2
Utilities - lowering or evaluating water/sewer pricing, and having all pay their bills on time, residential and business	
Utilities - Water and/or sewer service is not yet provided to all city properties.	
Utilities - Water Meters - get and install new	
Vehicle (electric) charging stations - solar if possible	1
Vision - lack of vision from older citizens	
Vision - old mind sets, not willing to think outside of the box	
Visitors - Attract & retain visitors (make reasons for them to come)	
Water - improve drinking water	
Water quality - improve drinking water	3
Waterfront - clean up and promote waterfront behind City Hall	
Waterfront - develop for increased dockage	
Waterfront - ensure proper development, need more development	1
Waterfront - maintain / improve access & visibility for residents, sightlines, save our waterfront, biggest asset	8
Waterfront - make improvements, improve to enhance accesses (being mindful of the environment) public waterfront development, useable beach area, create more public openspace on water	5
Waterfront - move industrial business off the waterfront	
Waterfront - no more construction in town on the water	
Waterfront - preserving & expanding on our waterfront resources	
Waterfront - public property from north boat launch to Café Sante	1
Waterfront - revisit marina district ordinance	2
Weather - Counting on 'used to be' weather patterns--lots of snow in winter season; rain at the right time in spring and summer; warm, consistent weather in summer. We must learn to be more flexible.	
WiFi/Broadband - Expand to attract hightech companys & public/tourist use, cover entire business district, low cost high speed interent everywhere	16
WiFi/Broadband - increase accessibility	2
WiFi/Broadband upgrades	
Youth - activities for our children to do	
Youth - Develop facilities, additional activities	2
Youth - Education, do more for local schools, school issues	1
Youth - Education, NCMC satellite classes in BC	
Youth - focus on the future of our kids	
Youth - foster care issues	
Youth - lack of facilities/activities for teens, more focus on youth	4
Zoning - clear rules & use common sense	1
Zoning - Industry - define "light industry" and what is/isn't acceptable	
Zoning - issues in residential areas	
Zoning - Noise ordinance (diffinitive)	1
Zoning - Noise, lower noise levels from factories, car washes and bars	

Goal-Setting Survey for the City of Boyne City 2012



1. Did you attend the January 12th city goal-setting public meeting at St. Matthew's Parish Hall?

	Response Percent	Response Count
Yes <input type="checkbox"/>	4.7%	20
No <input type="checkbox"/>	95.3%	404
answered question		424
skipped question		5

2. I think Boyne City is:

	Response Percent	Response Count
Definitely moving in the right direction <input type="checkbox"/>	68.7%	178
Doing OK <input type="checkbox"/>	22.0%	57
Hovering in the same place <input type="checkbox"/>	4.2%	11
Not doing very well <input type="checkbox"/>	1.9%	5
Definitely moving in the wrong direction <input type="checkbox"/>	3.1%	8
answered question		259
skipped question		170

3. What are the top 3 challenges and opportunities facing Boyne City?

**Response
Count**

200

answered question 200

skipped question 229

4. What should we do about it - what 3 goals should the city set to address these top challenges and opportunities?

**Response
Count**

160

answered question 160

skipped question 269

5. Following is the list of challenges and opportunities that emerged from the community meeting. Please review the list and rate how critically important the issues / opportunities are for the City to address in the next year or so.

	Very Important	Fairly Important	Important but not pressing	Keep in mind	Not important at all	Rating Average	Response Count
Broadband/WiFi (get & promote low-cost, high-speed, available everywhere)	40.1% (97)	34.7% (84)	14.9% (36)	7.9% (19)	2.5% (6)	4.02	242
Improve entrance to Downtown on Boyne Ave. (Pearl St. to Main St.)	13.8% (33)	30.5% (73)	30.5% (73)	17.2% (41)	7.9% (19)	3.25	239
Family-supporting jobs – attract & retain	66.2% (165)	22.7% (55)	6.2% (15)	2.9% (7)	0.0% (0)	4.56	242
High vehicle speeds on E. Lincoln St.	11.4% (26)	16.2% (37)	28.8% (68)	24.5% (56)	19.2% (44)	2.76	229
Continue street improvements	28.9% (70)	45.9% (111)	20.2% (49)	4.1% (10)	0.8% (2)	3.98	242
Add another grocery store	37.8% (91)	22.8% (55)	19.1% (46)	10.4% (25)	10.0% (24)	3.68	241
Improve city complex / facilities	10.7% (26)	27.6% (67)	35.0% (85)	17.7% (43)	9.1% (22)	3.13	243
Redevelop structures & sites (Dilworth, Devon, S. Park St., Parkside Grill)	47.7% (116)	28.8% (70)	12.8% (31)	4.9% (12)	5.8% (14)	4.08	243
Ensure EMS sustainability	51.3% (122)	31.9% (76)	12.6% (30)	3.8% (9)	0.4% (1)	4.30	238
Improve city parks	15.7% (37)	30.2% (71)	36.2% (85)	14.5% (34)	3.4% (8)	3.40	235
Increase technology training through partnerships	25.9% (60)	34.1% (79)	25.0% (58)	9.1% (21)	6.0% (14)	3.65	232
Property assessments (address gap between assessment & market value)	43.4% (105)	34.3% (83)	17.8% (43)	3.7% (9)	0.8% (2)	4.16	242
Pet-friendly community – add dog park	11.2% (27)	22.3% (54)	23.6% (57)	24.8% (60)	18.2% (44)	2.83	242

Offer curbside recycling	16.6% (40)	30.3% (73)	26.6% (64)	16.2% (39)	10.4% (25)	3.27	241
Rebuild / expand City Marina	24.6% (59)	27.9% (67)	23.8% (57)	16.3% (39)	7.5% (18)	3.46	240
Improve drinking water quality	23.1% (55)	25.6% (61)	30.3% (72)	12.2% (29)	8.8% (21)	3.42	238
Add snowmobile trails	10.7% (26)	24.4% (59)	27.7% (67)	24.8% (60)	12.4% (30)	2.96	242
						answered question	245
						skipped question	184

6. What did you like about the Jan. 12th goal-setting meeting?

							Response Count
							11
						answered question	11
						skipped question	418

7. What could we improve for future goal-setting meetings?

							Response Count
							9
						answered question	9
						skipped question	420

8. Do you have any other comments you would like to make about city goals and priorities?

Response
Count

104

answered question 104

skipped question 325

9. Do you have any suggestions for how the city can reach out and obtain more input from the public?

Response
Count

90

answered question 90

skipped question 339

10. Are you a student in a local high school?

Response
Percent Response
Count

Yes 0.4% 1

No 99.6% 250

answered question 251

skipped question 178

11. Where do you live?

	Response Percent	Response Count
I am a resident of the City of Boyne City.	46.6%	124
My mailing address is Boyne City, but I live in a surrounding township.	26.7%	71
I live outside of the Boyne area, but in Northern Michigan.	6.6%	23
I live downstate or in another state, but I am a seasonal visitor to Boyne City.	18.0%	48
	answered question	266
	skipped question	163

12. Please check all that apply to you:

	Response Percent	Response Count
I own my principal residence within the city limits of Boyne City	65.3%	113
I rent my principal residence within the city limits of Boyne City	9.8%	17
I own a seasonal home within the city limits of Boyne City	25.4%	44
	Comment:	53
	answered question	173
	skipped question	256

13. Do you own business property in the City of Boyne City? Please check all that apply:

	Response Percent	Response Count
No <input type="checkbox"/>	81.9%	203
Yes - I own the property that houses my business <input type="checkbox"/>	11.3%	28
Yes - I own investment property for business use (other than my own business) <input type="checkbox"/>	4.0%	10
Yes - I own investment property for residential use <input type="checkbox"/>	6.0%	15
answered question		248
skipped question		181

14. Would you like to the overall results of the combined input emailed to you?

	Response Percent	Response Count
Yes (email them to the address below) <input type="checkbox"/>	71.1%	172
No thank you <input type="checkbox"/>	28.9%	70
Email address		166
answered question		242
skipped question		187

Turning Ranking Summary

Session Name: Boyne City goal setting 1-12-12

Created: 1/16/2012 1:59 PM

Criterion: How critically important?

<u>List Items</u>	<u>average score</u>
2 Family supporting jobs – attract and retain	5.58
7 Promote broadband/WiFi: Low cost, high speed	5.44
3 Redevelop structures/sites:Devlon, Dillworth, Parkside Grill, South Lake Street	5.36
14 Continue street improvements	4.65
15 Another grocery store	4.60
16 EMS sustainability	4.47
9 Improve entrance to downtown: Pearl Street to Main Street	4.44
1 Increase technology training with partnerships	4.27
11 Improve city parks	4.24
12 Improve city complex	4.14
13 Property assessments: Gap between assessed and market value	4.02
6 Rebuild/expand City Marina	3.86
8 Curbside recycling	3.82
4 Pet-friendly community – Dog park	3.46
10 Snowmobile trails	3.24
5 Improve drinking water	3.04
17 High speeds on Lincoln Street	2.37

Results by Question

Session Name: Boyne City goal setting 1-12-12

Created: 1/16/2012 1:47 PM

2.) Where do you live? (multiple choice)

Boyne City
 Evangeline Township
 Wilson township
 Eveline township
 Boyne Valley Township
 Somewhere else

	Responses	
	(percent)	(count)
Boyne City	69.81%	37
Evangeline Township	7.55%	4
Wilson township	1.89%	1
Eveline township	9.43%	5
Boyne Valley Township	0%	0
Somewhere else	11.32%	6
Totals	100%	53

3.) Do you own business property in Boyne City? (multiple choice)

Yes
 No

	Responses	
	(percent)	(count)
Yes	26.42%	14
No	73.58%	39
Totals	100%	53

4.) Is this your first time attending a city goal setting session? (multiple choice)

Yes, my first time
 No, participated in prior years

	Responses	
	(percent)	(count)
Yes, my first time	47.17%	25
No, participated in prior years	52.83%	28
Totals	100%	53

5.) I think Boyne City is: (multiple choice)

Definitely moving in the right direction
 Doing OK
 Hovering in the same place
 Not doing very well
 Definitely moving in the wrong direction

	Responses	
	(percent)	(count)
Definitely moving in the right direction	73.58%	39
Doing OK	24.53%	13
Hovering in the same place	0%	0
Not doing very well	1.89%	1
Definitely moving in the wrong direction	0%	0
Totals	100%	53

6.) How critically important? 1 (multiple choice)

Increase technology training with partnerships

Not at all
 ...
 ...
 ...
 ...
 ...
 Very, very

	Responses	
	(percent)	(count)
Not at all	10.20%	5
...	8.16%	4
...	22.45%	11
...	10.20%	5
...	10.20%	5
...	30.61%	15
Very, very	8.16%	4
Totals	100%	49

7.) How critically important? 2 (multiple choice)

Family supporting jobs - attract & retain

Not at all

	Responses	
	(percent)	(count)
...	0%	0
...	8.33%	4
...	8.33%	4
...	8.33%	4
...	12.50%	6
...	16.67%	8
Very, very	45.83%	22
Totals	100%	48

8.) How critically important? 3 (multiple choice)

Redevelop structures / sites

Not at all

	Responses	
	(percent)	(count)
...	4%	2
...	2%	1
...	10%	5
...	10%	5
...	20%	10
...	20%	10
Very, very	34%	17
Totals	100%	50

9.) How critically important? 4 (multiple choice)

Pet friendly community - Dog park

Not at all

	Responses	
	(percent)	(count)
...	22%	11
...	14%	7
...	26%	13
...	8%	4
...	10%	5
...	4%	2
Very, very	16%	8
Totals	100%	50

10.) How critically important? 5 (multiple choice)

Improve drinking water

Not at all

	Responses	
	(percent)	(count)
...	36%	18
...	16%	8
...	12%	6
...	8%	4
...	10%	5
...	8%	4
Very, very	10%	5
Totals	100%	50

11.) How critically important? 6 (multiple choice)

Rebuild / expand City Marina

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	18.37%	9
	18.37%	9
	4.08%	2
	18.37%	9
	16.33%	8
	8.16%	4
	16.33%	8
Totals	100%	49

12.) How critically important? 7 (multiple choice)

Promote broadband / WiFi

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	4%	2
	4%	2
	4%	2
	10%	5
	22%	11
	22%	11
	34%	17
Totals	100%	50

13.) How critically important? 8 (multiple choice)

Curbside recycling

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	16.33%	8
	18.37%	9
	10.20%	5
	20.41%	10
	8.16%	4
	10.20%	5
	16.33%	8
Totals	100%	49

14.) How critically important? 9 (multiple choice)

Improve entrance to downtown

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	8%	4
	4%	2
	14%	7
	18%	9
	36%	18
	6%	3
	14%	7
Totals	100%	50

15.) How critically important? 10 (multiple choice)

Snowmobile trails

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	24%	12
	14%	7
	18%	9
	18%	9
	16%	8
	4%	2
	6%	3
Totals	100%	50

16.) How critically important? 11 (multiple choice)

Improve City parks

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	10%	5
	10%	5
	12%	6
	18%	9
	20%	10
	24%	12
	6%	3
Totals	100%	50

17.) How critically important? 12 (multiple choice)

Improve city complex

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	7.84%	4
	15.69%	8
	15.69%	8
	15.69%	8
	17.65%	9
	15.69%	8
	11.76%	6
Totals	100%	51

18.) How critically important? 13 (multiple choice)

Property assessments (gap between assessed & market value)

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	12.50%	6
	14.58%	7
	14.58%	7
	16.67%	8
	12.50%	6
	16.67%	8
	12.50%	6
Totals	100%	48

19.) How critically important? 14 (multiple choice)

Continue street improvements

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	2.08%	1
	8.33%	4
	8.33%	4
	27.08%	13
	22.92%	11
	20.83%	10
	10.42%	5
Totals	100%	48

20.) How critically important? 15 (multiple choice)

Another grocery store

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	14.58%	7
	10.42%	5
	8.33%	4
	10.42%	5
	10.42%	5
	14.58%	7
	31.25%	15
Totals	100%	48

21.) How critically important? 16 (multiple choice)

EMS sustainability

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	5.88%	3
	9.80%	5
	11.76%	6
	15.69%	8
	27.45%	14
	19.61%	10
	9.80%	5
Totals	100%	51

22.) How critically important? 17 (multiple choice)

High speeds on Lincoln St.

Not at all

...

...

...

...

...

Very, very

	Responses	
	(percent)	(count)
	39.22%	20
	25.49%	13
	13.73%	7
	5.88%	3
	11.76%	6
	3.92%	2
	0%	0
Totals	100%	51

23.) Did the agenda cover important issues? (multiple choice)

No, not at all
 ...
 Somewhat
 ...
 Yes, most definitely

	Responses	
	(percent)	(count)
No, not at all	4.17%	2
...	0%	0
Somewhat	18.75%	9
...	41.67%	20
Yes, most definitely	35.42%	17
Totals	100%	48

24.) Do you feel able to voice your opinions? (multiple choice)

No, not at all
 ...
 Somewhat
 ...
 Yes, most definitely

	Responses	
	(percent)	(count)
No, not at all	2.08%	1
...	2.08%	1
Somewhat	27.08%	13
...	25%	12
Yes, most definitely	43.75%	21
Totals	100%	48

25.) How often should this session be held? (multiple choice)

Annually
 Every two years
 Every three years
 Every 4 years or more

	Responses	
	(percent)	(count)
Annually	34.69%	17
Every two years	57.14%	28
Every three years	6.12%	3
Every 4 years or more	2.04%	1
Totals	100%	49

26.) Tonight's facilitators were... (multiple choice)

Brilliant
 Funny
 Witty
 Modest
 Good looking
 All of the above

	Responses	
	(percent)	(count)
Brilliant	5%	2
Funny	7.50%	3
Witty	5%	2
Modest	10%	4
Good looking	2.50%	1
All of the above	70%	28
Totals	100%	40

NEW BUSINESS

CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*

From: Scott McPherson, Planning Director *SM*

Date: February 28, 2012

Subject: Planning Commission Ordinance Second Reading

**Background**

When the State of Michigan Planning Enabling Act was adopted the new act made changes to the membership requirements and the responsibilities of Planning Commissions. While the City of Boyne City does have an existing Planning Commission Ordinance in place, it is being recommended that a new ordinance be adopted to incorporate the changes reflected in the new act. As requested and previously supplied to the City Commission I am providing the existing Planning Commission Ordinance (see attached, pages A-B) and the proposed ordinance (see attached, pages 1-5) and discuss the differences between the two.

Discussion

Because the proposed ordinance is a complete rewrite a line by line comparison of the two is not practical. While the new ordinance has been similarly numbered and formatted to be compatible with the existing code of ordinances, some additional sections have been added to the new ordinance and the topics of some of the existing sections has been changed. To compare the differences between the two ordinances I have provided the following section by section comparison of the two ordinances.

Section 2-256.

In the existing ordinance this section authorizes the creation of the Planning Commission.

In the proposed ordinance this section authorizes the creation of the Planning Commission and contains cites and references to the enabling act and the legal authority for the Ordinance and Planning Commission.

Section 2-257.

In the existing ordinance this section identifies the number of members, the length of terms and the method of appointment. The existing ordinance requires that a City Commission member be appointed to the Planning Commission and states that a member of the Zoning Board of Appeals may be appointed.

In the proposed ordinance this section provides for the same number of Planning Commission members (9) and the same 3 year staggered terms. The proposed ordinance would change the appointment of a City Commission member to the Planning Commission from mandatory to a discretionary appointment. The new ordinance does not provide for an appointment of a ZBA member to the Planning Commission. The proposed ordinance also requires that a person appointed to the Planning Commission is a resident and qualified elector of the City. This change

was implemented because the new enabling act does have provisions that would allow non residents be appointed to the Planning Commission. The proposed ordinance identifies specific segments of the community that should be represented by the membership. This requirement is mandated by the new act. The Planning Commission has previously changed it's by laws to reflect these requirements and the current membership is compliant with the enabling act representation requirements. This section of the new ordinance includes the method to fill vacancies and also stipulates the method of transition of the existing Planning Commission to the new Planning Commission which is being established by the new ordinance.

Section 2-258

In the existing ordinance this section covers the method and process to fill vacancies.

In the new ordinance this section covers training for Planning Commission members. Training is recommended but not required by the ordinance. While the enabling act does identify specific areas of expertise for Planning Commission members is does not require any specific certifications or training programs for Planning Commission members.

Section 2-259

This section covers the reasons and procedures for removal from office and is basically the same for the existing and proposed ordinances.

Section 2-260

In the existing ordinance this section stipulates that the Planning Commission shall annually elect a chairman and that the Planning Commission shall hold at least 1 meeting per month. This section also stipulates requirements for the keeping of records and the requirements for retention and inspection of public records.

In the proposed ordinance the meeting requirement is changed to a minimum of 4 meetings per year to be consistent with the enabling act requirements. The section also provides rules for conducting business and the keeping of public records. The section adds rules for disqualification from voting for a conflict of interest.

Section 2-261

In the existing ordinance this section details the authority of the Planning Commission to contract for services with prior approval of the City Commission.

In the new ordinance this section details the responsibility of the Planning Commission to develop a master plan.

Section 2-262

In the existing ordinance this section details the responsibilities of the Planning Commission including the development of a master plan, the review public of improvements, the development educational and publicity programs and the approval of plats.

In the proposed ordinance this section requires the adoption of bylaws and the requirement of providing an annual report to the City Commission.

Section 2-263

In the existing ordinance this section stipulates that the Planning Commission shall make reports and recommendations to the City Commission.

In the new ordinance this section details the requirement for the Planning Commission to annually review the capital improvement plan.

Section 2-264

This section is new and covers the review of plats by the Planning Commission.

Section 2-265

This section is new and stipulates that all actions previously approved by the Planning Commission continue to be in full force and effect.

Section 2-266

This section is new and defines the terms qualified elector and residence.

Process

The proposed ordinance was developed with guidance from the City legal council and the Planning Commission. At the January 16th 2012 Planning Commission meeting the Planning Commission reviewed the proposed ordinance and recommended adoption of the ordinance as presented. The proposed ordinance was submitted to the City Commission for a First Reading on January 24th and scheduled for a second reading. As required by the Boyne City Charter, ordinances cannot be adopted until at least one month after the meeting it is introduced and was scheduled for a second reading on February 28th, 2012. If adopted by the Commission the ordinance must be published at least one week prior before its final passage.

Options

1. Approve the ordinance as presented.
2. Postpone for further consideration or review.
3. Refer back to the Planning Commission for further review.
4. Disapprove the proposed ordinance. The City will still need to develop an ordinance that complies with state law.
5. Other options not identified as determined by the City Commission

Recommendation

The proposed ordinance is recommended for adoption as presented.

PROPOSED PLANNING COMMISSION ORDINANCE

CITY OF BOYNE CITY COUNTY OF CHARLEVOIX

AN AMENDMENT TO THE BOYNE CITY CODE OF ORDINANCES

AN ORDINANCE to re-create a Planning Commission for the City of Boyne City as required and authorized by Act 33 of the Michigan Public Acts of 2008, as amended, being the Michigan Planning Enabling Act (M.C.L. 125.3801 *et. seq.*) for the purpose of having planning and zoning in the City of Boyne City, to create, organize, enumerate powers and duties, and to provide for the regulation and subdivision of land, coordinated and harmonious development of the City of Boyne City; and to function in cooperation with other constituted authorities of incorporated and unincorporated areas within the state where the City of Boyne City exists.

WHEREAS, The People of the City of Boyne City did establish the Boyne City Planning Commission under Article VI, Division 5 of the City of Boyne City Code of Ordinances, and it is now desired to repeal the existing ordinance under Division 5 and adopt this ordinance as a replacement to Division 5 to insure proper record of the action is created, NOW THEREFORE, THE CITY OF BOYNE CITY ORDAINS:

Section 1. Purpose.

An Ordinance Re-Creating the City Of Boyne City Planning Commission Under Act 33 Of The Michigan Public Acts Of 2008, As Amended, Being The Michigan Planning Enabling Act

Section 2. Division 5. Planning Commission of Article VI of the Boyne City Code of Ordinances is hereby changed as follows:

DIVISION 5. PLANNING COMMISSION

2-256. **Creation:** There shall be a City of Boyne City Planning Commission pursuant to Act 33 of the Michigan Public Acts 2008, as amended, being the Michigan Planning Enabling Act (M.C.L. 125.3801 *et. seq.*), hereinafter referred to as the Planning Commission with the powers and duties as therein set forth and as hereinafter provided. This ordinance shall be officially known and described as the "City of Boyne City Planning Commission Ordinance."

2-257. **Membership**

- A. The Planning Commission shall consist of nine (9) members appointed by the Mayor subject to approval by a majority vote of the City Commission. One of the members may be a member of the City Commission and serve as an ex-officio with full voting rights. To be qualified to be a member and remain a member of the Commission, the following qualifications must be met:
1. Shall be a qualified elector of the City of Boyne City, as defined in Section 2-266 of this Ordinance.
 2. Shall be a resident of the City of Boyne City, as defined in Section 2-266 of this Ordinance.
- B. Members shall be appointed for three-year terms. If a vacancy occurs, the vacancy shall be filled for the unexpired term in the same manner as provided for an original appointment such that the terms of, of all commission members continue to expire each year. A

PROPOSED PLANNING COMMISSION ORDINANCE

member shall hold office until his or her successor is appointed. The term of ex-officio member's appointed from the City Commission shall be concurrent with their elected term of office.

- C. The membership shall be representative of the important segments of the community, such as the economic, governmental, educational, and social development of the City of Boyne City, in accordance with the major interests as they exist in the City, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, commerce, healthcare, building trades, hospitality, retail, finance, insurance, real estate, cultural, historic, and recreational resources.
- D. The membership shall also be representative of the entire geography of the City of Boyne City to the extent practicable.
- E. The City Commission shall fill any vacancy in the membership of the Commission for the unexpired terms in the same manner as the initial appointment.
- F. The transition from the previous City of Boyne City Planning Commission and the Commission established in this ordinance shall be gradual and shall take place over the next three years. The City Commission shall continue to make annual appointments, appointing approximately $\frac{1}{3}$ of the membership of the Commission as specified in this Ordinance, so that three years from the effective date of this ordinance the membership, membership representation, and number of members have completed the transition to fully comply with this Ordinance. All other aspects of this ordinance shall have immediate effect.

2-258. Training

Appointed members of the Planning Commission should attend educational programs designed for training members of Michigan planning commissions if the adopted City of Boyne City budget for that fiscal year includes funds to pay for tuition, registration, and travel expenses for the training. Nothing in this paragraph shall prevent a member who has not had training from finishing his or her term of office unless the member resigns or is removed by action of the City Commission. The Planning Commission shall include in its bylaws what training programs qualify to meet this requirement.

2-259. Removal from Office

The City Commission may remove a member of the Planning Commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. Failure to disclose a potential conflict of interest as required by section 5d shall constitute malfeasance in office.

2-260. Meetings

- A. The Planning Commission shall hold not less than four (4) regular meetings each year, and by resolution shall determine the time and place of meetings. Unless the bylaws provide otherwise, a special meeting of the Commission may be called by the chairperson or by two (2) other members, upon written request to the secretary. Unless the bylaws provide otherwise, the secretary shall send written notice of a special meeting to Commission members not less than 48 hours before the meeting.

PROPOSED PLANNING COMMISSION ORDINANCE

- B. The business that the Planning Commission may perform shall be conducted at a public meeting of the Commission held in compliance with the open meetings act, Act 267 of the Michigan Public Acts of 1976 (MCL 15.261 to 15.275), Public notice of the time, date, and place of a regular or special meeting shall be given in the manner required by that act.
 - C. A writing prepared, owned, used, in the possession of, or retained by the Planning Commission in the performance of an official function shall be made available to the public in compliance with the freedom of information act, Act 442 of the Michigan Public Acts of 1976 (MCL 15.231 to 15.246).
 - D. Before casting a vote on a matter on which a member may reasonably be considered to have a conflict of interest, the member shall disclose the potential conflict of interest to the Planning Commission. The member is disqualified from voting on the matter if so provided by the bylaws or by a majority vote of the remaining members of the Planning Commission.
- 2-261. Powers and Duties
- A. Master Plan:
 - 1. The Planning Commission shall make and approve a master plan as a guide for development within its planning jurisdiction. The planning jurisdiction includes areas within the City and may also include any areas outside of the City that, in the judgment of the Commission, are related to planning for the City.
 - 2. In preparation of the master plan, the Planning Commission shall do all of the following, as applicable:
 - (a) Make careful and comprehensive surveys and studies of present conditions and future growth within the planning jurisdiction with due regard to its relation to neighboring jurisdictions.
 - (b) Consult with representatives of adjacent local units of government in respect to their planning so that conflicts in master plans and zoning may be avoided.
 - (c) Cooperate with all departments of the state and federal governments and other public agencies concerned with programs for economic, social, and physical development within the planning jurisdiction and seek the maximum coordination of the local unit of government's programs with these agencies.
 - 3. The master plan shall address land use and infrastructure issues. The plan shall include maps, plats, charts, and show the Commission recommendations for the physical development of the City. The master plan shall also include information pertinent to the future development of the planning jurisdiction as detailed in Act 33 of the Michigan Public Acts of 2008 (MCL 125.3833 (2)).
 - 4. Preparation and adoption of and amendments to the master plan shall follow the procedures established in Act 33 of the Michigan Public Acts of 2008 (MCL 125.3839-125.3845).
- 2-262. Records
- A. The Planning Commission shall adopt bylaws for the transaction of business, and shall keep a public record of its resolutions, transactions, findings and determinations.
 - B. The Planning Commission shall make an annual report to City Commission concerning its operations and the status of planning activities, including recommendations regarding actions by the City Commission related to planning and development.

PROPOSED PLANNING COMMISSION ORDINANCE

2-263. Capital Improvements Program.

Upon adoption of the master plan, the Planning Commission shall annually review and recommend a capital improvements program (CIP) of public structures and improvements, with the assistance of staff. The CIP shall show those public structures and improvements, in the general order of their priority for the ensuing 6-year period, based upon the requirements of the local unit of government for all types of public structures and improvements.

2-264. Review of Plats

Upon adoption of the master plan, the Planning Commission shall review and make recommendations on plats, after publishing and holding a public hearing.

2-265. Approval, Ratification, and Reconfirmation

All official actions taken by all the City of Boyne City Planning Commissions preceding the Commission created by this ordinance are hereby approved, ratified and reconfirmed. Any project, review, or process taking place at the effective date of this Ordinance shall continue with the Commission created by this ordinance, subject to the requirements of this Ordinance, and shall be deemed a continuation of any previous City of Boyne City Planning Commission. This Ordinance shall be in full force and effect from and after its adoption and publication.

2-266. Definitions

For purposes of this Ordinance, the following words shall have the following meanings respectively ascribed to them, except where the content clearly indicates a different meaning:

- A. "Qualified Elector," as used in this Ordinance, intending to be consistent with Section 10 of the Michigan Election Law, being MCLA 168.10, means a United States citizen who has been a resident of the City of Boyne City for 1 year and is eighteen (18) years or older.
- B. "Residence," as used in this Ordinance, intending to be consistent with Section 11 of the Michigan Election Law, being MCLA 168.11, means that place at which a person habitually sleeps, keeps his or her personal effects and has a regular place of lodging. If a person has more than 1 residence, or if a wife has a residence separate from that of the husband, that place at which the person resides the greater part of the time shall be his or her official residence for the purposes of this act. This section shall not be construed to affect existing judicial interpretation of the term residence.
 - 1. An elector shall not be deemed to have gained or lost a residence by reason of being employed in the service of the United States or of this state, while engaged in the navigation of the waters of this state or of the United States or of the high seas, while a student at an institution of learning, while kept at any state facility or hospital at public expense, or while confined in a jail or prison. Honorably discharged members of the armed forces of the United States or of this state and who reside in the veterans' facility established by this state may acquire a residence where the facility is located. The residence of a person who is a patient receiving treatment at a hospital or other facility pursuant to Act No. 258 of the Public Acts of 1974, as amended, being sections 330.1001 to 330.2106 of the Michigan Compiled Laws, is the village, city, or township where the person resided immediately before admission to the hospital or other facility.

PROPOSED PLANNING COMMISSION ORDINANCE

2. A member of the armed forces of the United States shall not be deemed a resident of this state in consequence of being stationed in a military or naval place within the state.

Section 3. Conflicting Standards.

If any of the standards set forth in this amendment conflict with any other standards of previous or future ordinances or amendments, the stricter standards shall apply.

Section 4. Repeal; Savings Clause.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, repealed.

Section 5. Severability

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 6. Effective Date

This Ordinance shall become effective fifteen (15) days from its enactment.

Reviewed by City Legal Counsel

Signature: James Murray

Dated: 2/22/12

EXISTING PLANNING COMMISSION ORDINANCE

(a) The city planning commission shall annually elect its chairman from amongst the appointed members and create and fill such other of its offices as it may determine

(b) The city planning commission shall hold at least one regular meeting in each month. It shall adopt rules for transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record and open to inspection in the office of the city clerk

Sec. 2-261. - Contracts for services

The city planning commission may contract with city planners, engineers, architects, and other consultants for such specialized services as it may require. In addition, the services of regular city employees may be obtained as found necessary for its work; provided, however, the city planning commission shall not expend any funds or enter into any contracts or agreements for expenditures in excess of amounts appropriated for the purpose by the city commission.

Sec. 2-262. - Powers and duties.

The city planning commission shall have such powers concerning the preparation and adoption of a master plan or any part thereof, the making of surveys as a basis for such plan, the approval of public improvements, the carrying out of educational and publicity programs, the approval of plats and such other rights, powers, duties and responsibilities as are provided in sections 6 through 15 of Public Act No. 285 of 1931 (MCL 125.36—125.45).

Sec. 2-263. - Reports and recommendations

The city planning commission shall make reports and recommendations to the city commission; provided, however, that no such recommendation shall be binding upon the city commission.

EXISTING PLANNING COMMISSION ORDINANCE

Sec. 2-256. – Creation

The city planning commission is hereby created

Sec. 2-257. - Membership

(a) The city planning commission shall consist of nine members who shall represent insofar as possible different professions or occupations. One of the nine shall be a member of the city commission, to be selected by resolution of the city commission to serve as a member ex officio. All ex officio members appointed shall have full motion making and voting rights. The remaining eight members shall be appointed by the mayor, subject to approval by majority vote of the city commission. An appointed member shall not hold another municipal office, except that one appointed member may be a member of the city zoning board of appeals. The term of each appointed member of the city planning commission shall be three years, except the members first appointed, which shall be staggered. The term of the ex officio member shall be determined by the city commission body and shall be stated in the resolution selecting the ex officio member, but the term shall not exceed the member's term of office as a member of the legislative body. Appointed members shall hold office until a successor has been appointed. The planning director or designee of the city manager shall attend all meetings of the city planning commission, may participate in all of its discussions, however, shall not have any voting rights.

(b) All members of the city planning commission shall serve as such without compensation, unless compensation is formally established and approved by the city commission.

Sec. 2-258. – Vacancies

A vacancy on the planning commission occurring other than through the expiration of term shall be filled for the unexpired term by the mayor in the case of a member selected or appointed by the mayor, by the city commission in the case of any member appointed by the city commission, with the appointed member to serve the remaining period of the unexpired term

Sec. 2-259. - Removal of member

Members of the city planning commission may, after public hearing, be removed by the mayor, with approval by the city commission, for inefficiency, neglect of duty, or malfeasance in office. The legislative body may, for like cause, remove the member selected by the legislative body

Sec. 2-260. - Election of chair, officers; meetings and records



City of Boyne City

Agenda Item 9B
MEMO

Date: February 24, 2012
To: Mayor Grunch and the Boyne City City Commission
From: Michael Cain, City Manager *Mc*
Subject: Purchase of Surplus State Riverfront Property

In August 2006 the City was contacted by the Michigan Department of Natural Resources (MDNR) inquiring if we would be interested in acquiring some state owned surplus property from them. We responded with the proper forms expressing our interest in two properties containing some 2,900 feet of frontage on the north side of the Boyne River (shown on the attached map). Since then we have contacted them from time to time inquiring about the status of our request. We were repeatedly assured that they had received our request and that it would be processed as time allowed. That time has come.

Attached please find a recently received letter from the MDNR approving the sales to the City for a total of \$16,000. This is the first time they have given us a price for the properties. Although we have not budgeted for this purchase I continue to firmly believe that the acquisition of these riverfront parcels would be in the long term best interests of the City for recreational, ecological and other purposes.

Funds for this purchase would come from the City's unassigned fund balance and would be included in the end of year budget amendments.

These parcels add to many that we already own along the river and build towards our ability to create a river based recreation system in our community. This would be a public asset under local control that could benefit countless generations to come. These acquisitions allow us to control and protect both sides of the river in certain locations and expand our reach along the river in others.

I think it's a great opportunity at a reasonable price. The properties would remain pretty much as is until more detailed plans were developed for their use at some point in the future.

RECOMMENDATION: That the City Commission approve the purchase of the two parcels currently being offered by the MDNR for \$16,000 and authorize the City Manager and City Clerk/Treasurer to complete the necessary forms and steps to complete the transactions and acquire title insurance.

Options:

- Postpone the matter for further information and or consideration.
- Deny the request.
- Other option, as determined by the City Commission.

DNR Parcels

Parcel A: 10.4 Acres, 800ft river frontage
Parcel B: 7.1 Acres, 2,100 ft river frontage

City owned parcels





RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



RODNEY A. STOKES
DIRECTOR

February 9, 2012

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

Dear Mr. Cain:

The appraisal of land involved in your proposed purchase in Charlevoix County, Michigan has been reviewed and approved, subject to the conditions on the enclosed agreement. The \$300.00 Land Transaction Fee has been waived.

Enclosed are the formal "Land Transaction Agreement" and "Information for Preparation of State Deed" forms. Please complete, sign both copies, and return one of each to this office.

Upon receipt of the signed forms from you, the sale proposal will be submitted to the Director of the Department of Natural Resources (DNR) for approval and placed on the Natural Resources Commission (NRC) meeting agenda for public comment. We will notify you of the Director's decision following the NRC meeting and if your transaction is approved, provide you with further instructions for completion.

Please do not send payment at this time. If you have questions regarding this matter, please contact me at 517-241-2742 or harlowp@michigan.gov.

Sincerely,

Patricia Harlow
Land Consolidation Coordinator
Real Estate Services

Enclosures

cc: Mr. Joseph Frick, DNR



Case No. 20060199

Land Class 2

File:

LAND TRANSACTION AGREEMENT

By authority of Part 21 of Act 451, P.A. 1994, as amended

TYPE OF TRANSACTION: EXCHANGE PURCHASE PRIVATE EASEMENTDESIRED STATE-OWNED LAND: I (We) hereby agree to pursue by purchase interest in the land described below with the indicated restrictions and reservations:

Project Area	Acres	Fair Market Value of Desired State Land: \$16,000.00
Land Consolidation	15.27	

The State deed will be subject to the following reservations:

- Minerals Antiquities Ingress & Egress to Watercourses see description
 Other:

Property Description: Charlevoix County, City of Boyne City, T33N, R06W, section 36, SE 1/4 of NE 1/4; Commencing at Northeast corner of SE1/4 of NW1/4, South 39 rods to Boyne River, Westerly along river 41 3/4 rods, North 39 rods to North 8 th line, East 41 3/4 rods to beginning, containing 5 acres more or less, also parcel commencing at Northeast corner of SE1/4 of NW1/4, West 41 3/4 rods, North 4 rods to State Road, East along said road 41 3/4 rods, South 4 rods to beginning,

AND

NE 1/4 of SE1/4 A Strip of land in the NE1/4 SE1/4 100 ft. wide being parallel to & adjacent to the N'y bank of Boyne River

Subject to conditions : a) the property to remain open to the general public, and b) development is restricted to outdoor recreation and support facilities only. Mineral rights will be reserved. All available Land Division Act splits will be conveyed.

LAND OFFERED IN EXCHANGE: None I (we) hereby agree to exchange the following private land which is under (my) (our) ownership or control:**CERTIFICATION:** I (We) have read and also agree with the enclosed requirements and conditions.NAME OF OWNER(S) (PRINT OR TYPE)SIGNATURE OF OWNER(S)

DATE

- _____
- _____
- _____
- _____

Mailing Address

City

State Zip Code

Requirements and Conditions at Page 2.

REQUIREMENTS AND CONDITIONS

As the purchaser I (we) understand:

1. That updated proof of the State's title claim to the desired land is not available and if desired must be obtained at my (our) expense.
2. The exchange or purchase of mineral rights, together with the surface rights, is dependent upon ownership of the mineral rights, which will be verified by title review.
3. That the "In Lieu of tax" payments on the State-owned land due during the year of completion of the exchange/sale will be made by the Michigan Department of Natural Resources in accordance with existing statutes.
4. Title to the property is conveyed by quit claim deed. It is the responsibility of the purchaser to obtain title insurance. The State does not issue warranty deeds.
5. Questions or concerns may be addressed by contacting Patricia Harlow, Michigan Department of Natural Resources, Finance & Operations Division, Real Estate Services Section at 517-241-2742.

I (We) further understand that if providing land in exchange that I (we) must:

1. Submit proof of title to the offered land for review by the Attorney General in form of:
 - a) Full Abstract of Title certified to the then current date including 10-year property tax history and State and Federal Tax Lien Search, **OR**
 - b) Commitment for "Owners" Title Insurance Policy insuring title to the STATE OF MICHIGAN in the amount of the appraised value of the desired State land.
(Title information must include matters pertinent to mineral rights unless "Surface title only" to be conveyed.)
2. Pay and provide receipts for taxes assessed on the offered land for the year in which the State Deed is issued to complete the exchange, and any delinquent taxes.
3. Pay closing costs in connection with the completion of the real estate transaction which may include but not be limited to, recording fees for documents to establish title in the applicant's name and Real Estate Transfer Tax based on value consideration shown on conveyance to State.
4. All owners of interest in the property being exchanged must sign the Agreement.

MAIL SIGNED AGREEMENT TO: REAL ESTATE SERVICES
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30448
LANSING MI 48909-7948



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES

LANSING



REBECCA A. HUMPHRIES
DIRECTOR

May 31, 2007

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

Dear Mr. Cain:

SUBJECT: Proposed Land Transaction # 20060199

Please accept my apology for being remiss in acknowledging the receipt of your complete Land Transaction Application.

Please note the Transaction Number (above) that has been assigned to your case.

Once the appraisals have been received, reviewed and approved, we will contact you with the next steps to take.

If you have questions regarding this matter, please contact me at Office of Land and Facilities, Acquisitions and Exchanges, P.O. Box 30448, Lansing, Michigan 48909-7948.

Sincerely,

Marlene Harris
Acquisitions and Exchanges
Office of Land and Facilities
517-241-3455

NATURAL RESOURCES COMMISSION

Keith J. Charters, Chair • Mary Brown • Hurley J. Coleman, Jr. • Darnell Earley • John Madigan • J. R. Richardson • Frank Wheatlake

STEVENS T. MASON BUILDING • P. O. BOX 30028 • LANSING, MICHIGAN 48909-7528

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City of Boyne City
Founded 1856

319 N. Lake Street

Boyne City, Michigan 49712
www.boynecity.com

Phone 231-582-6597
Fax 231-582-6506

August 24, 2006

Cashier's Office
Michigan Department of Natural Resources
P.O. Box 30451
Lansing MI 48909-7951

RECEIVED

AUG 30 2006

Re: Land Transaction Application

MDNR
OFFICE OF LAND AND FACILITIES

Dear Sir or Madam:

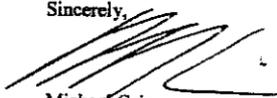
In response to the July 27, 2006 letter from Ed Meadows, Manager, Real Estate Services Section, Office of Land and Facilities, Michigan Department of Natural Resources regarding the release of land in Charlevoix, Emmet and Leelanau Counties please find enclosed a completed Land Transfer Application for two parcels with the DNR Parcel ID numbers of 329420 and 18961. As noted in Mr. Meadows' letter the usual application fee is waived for Federal, State and Local units of government, such as the City of Boyne City. DNR staff in Mr. Meadows' office confirmed that two parcels could be applied for on one form.

The properties sought by the City abut existing City owned properties along the Boyne River which the City seeks to use for passive recreational purposes such as trails, scenic overlooks, canoeing and natural areas. These properties would complement the adjacent City owned properties and together would provide future users of the combined areas enhanced recreational experiences.

We would appreciate your favorable consideration of this application and await your response with the proposed costs associated with the City's acquisition of these two parcels.

If you have any questions, or need any additional information, please feel free to contact me directly.

Sincerely,



Michael Cain
City Manager

Hometown Feel, Small Town Appeal

MEMORANDUM

TO: MICHAEL CAIN; CITY MANAGER *Mc*
FROM: ANDREW KOVOLSKI; PUBLIC WORKS SUPERINTENDENT *AK*

DATE: 2/23/12

RE: BOYNE RIVER NATURE AREA

Attached to this memorandum you will find a request from the Friends of the Boyne River (FOBR) requesting permission to seek grant funding and construct a nature trail on City owned property. This parcel of land is located along the river in the east end of the Business Park. A map of the area that includes a layout of the proposed trail is attached for your review.

As you may recall the FOBR made a similar request of the City a few years ago. At that time their request was denied due to questions of how the other trail systems being proposed for that general area would be utilized; IE motorized or non-motorized. I have spoken with Commissioner Tom Neidhamer who is working with the Boyne City to Boyne Falls trail group. He sees this nature area as an enhancement to their proposed trail plan and feels there would be no reason to have bicycle access to the proposed areas pathway. I also spoke with Dan Adkison who would like to see if bicycles could be allowed on the pathway. It is my opinion that bicycles not be allowed in this area, at least at this time. If future property acquisitions allow the path to be extended further we could review bicycle use at that time. This path will only be approximately 900 feet long and dead ends at private property. The proposed pathway will not be wide enough to allow for this type of mixed use.

Also proposed as part of this project would be the installation of up to 3 floating boardwalks across the wetland area to the River's edge. This would allow users of this area to view the plants and animals of the wetland area.

Nancy Cunningham from FOBR presented this proposal to the Parks and Recreation Commission at their February 2nd, 2012 meeting. The Parks Commission is in agreement with the plan as presented. A motion was made and supported unanimously to recommend the City Commission approve the plan and allow the project to proceed.

As you know the FOBR has worked in conjunction with the City on a number of projects along the Boyne River. These projects have all been very successful and very beneficial to the City and the River itself. As has been the case with previous projects; the FOBR

are only asking for a stewardship role for this area. Ownership and ultimate control of the property will remain with the City.

RECOMENDATION:

It is my recommendation the City Commission approve the plan of the Friends of the Boyne River to obtain funding for and construct the Boyne River Nature Area as outlined in their proposal in coordination with and under the supervision of appropriate city personnel.

OTHER OPTIONS:

1. Deny the request.
2. Refer back to staff for further review
3. Any other options the Commission feels are appropriate



Friends of the Boyne River, Inc.

P.O. Box 186, Boyne City, MI 49712

February 28, 2012

To: The City Commission of the City of Boyne City
From: The Friends of the Boyne River
Re: The Boyne River Nature Area

The Friends of the Boyne River would like permission from the Boyne City Commission to establish a Nature Area beside the Boyne River at the edge of the Industrial Park.

This Boyne River Nature Area would be below the flat area of the Industrial Park and would not take up any space that is platted for businesses. It would be on property that is already owned by the City of Boyne City.

Boyne City's Mission Statement says that the City wants to encourage "the protection of the natural environment and Boyne City's critical and unique natural resources" and to encourage "the identification and protection of land to maintain open spaces and the natural beauty of Boyne City's hillsides, trails, wetlands, woodlands and scenic vistas." The proposed Nature Area fits the Mission Statement. It is a unique and critical wetland and it includes the natural beauty of the hillsides and woodlands as well as scenic vistas of the river.

The Nature Area would take advantage of an already existing ravine that slopes down toward the river and connects to a short, narrow pathway that parallels the river at the base of the hillside. The pathway starts at the ravine and ends in a half of a mile where the City's property ends. The whole area is heavily wooded and is very steep hillside and wetland. The only access to the area is through the ravine and the pathway and this access would only be for walking or snowshoeing. The City has already placed posts and a sign at the top of the ravine to keep motorized vehicles out of the area.

The Friends of the Boyne River would improve the ravine with small logs, wood chips and some gravel to make walking up and down it easier and to lessen the erosion caused by rainwater running down the ravine. The ground drops down about five feet from the pathway to the wetland. We would build stairs from the pathway down to boardwalks that would curve across the wetlands to the riverbank. The number of boardwalks (not more than three) will depend on the amount of funding that we receive. The boardwalks and stairs will meet MDEQ criteria and the boardwalks will be floating ones in order to cause a minimum amount of disturbance to the wetland. Where the boardwalks meet the river,

we would build small platforms with benches for sitting and viewing the river. We want to have the area as natural as possible so people can enjoy the quiet and peacefulness of the area, view the river and enjoy the trees, plants and animals that live in the wetlands.

To get to the Nature Area, people will drive into the second entrance of the Industrial Park. The Nature Area will also be accessible from, but not be a part of, the non-motorized trail from Boyne City to Boyne Falls and Boyne Mountain that is currently being worked on. We are planning on a small car park and a bike rack at the top of the ravine as well as signage identifying the Nature Area.

This Nature Area will add recreational and educational opportunities for our visitors, residents and students. It will be an additional attraction for families and others using the non-motorized trail. This Nature Area is another place that people can explore and see the beauty that Boyne City has to offer. This wetland, beside the Boyne River, is an excellent place for people to learn about the importance of wetlands to the health of the river and its plants and animals. We would like to add signage that explains the ecological importance of wetlands and identifies some of the plants and animals that are living in the area.

If funding allows, we will build a rain garden at the top of the ravine to catch rainwater. This will minimize the erosion in the ravine, provide a beautiful entrance to the Nature Area and teach about the need to keep storm water from washing nutrients into our lakes and streams. The rain garden will use native plants that are easy to maintain and adapted to an environment where they are sometimes very wet and sometimes quite dry.

There should be a minimum amount of work from the City for maintenance of the Nature Area. The Friends of the Boyne River will pick up the trash, replenish the woodchips, replace missing signage and maintain the boardwalk and the rain garden. We would ask for the City's help by providing a trash barrel and emptying it and if a tree fell across the ravine or pathway, removing it.

If the Boyne City Commission gives its approval for the Boyne River Nature Area, the Friends of the Boyne River will apply immediately for grants to fund the project. The start of the project will depend on when we receive funding. If we receive enough funding by summer of this year, we could begin building the Nature Area late this summer. If not, we would work on getting funding during 2012 and build the Nature area in the summer of 2013.

Proposed Boardwalk 120'

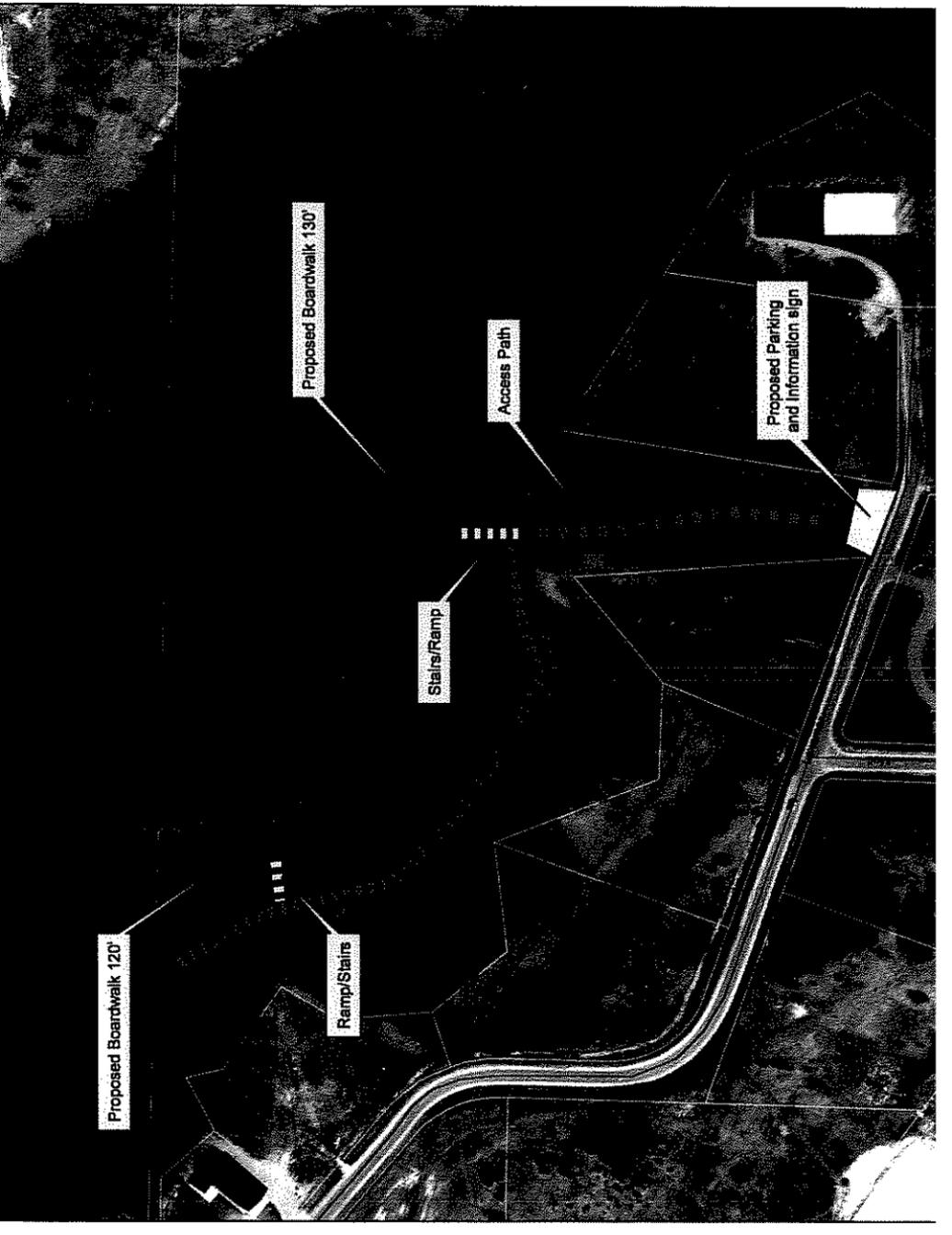
Proposed Boardwalk 130'

Ramp/Stairs

Stairs/Ramp

Access Path

Proposed Parking
and Information sign



LITTLE TRAVERSE CONSERVANCY STANDARD BOARDWALK DESIGN

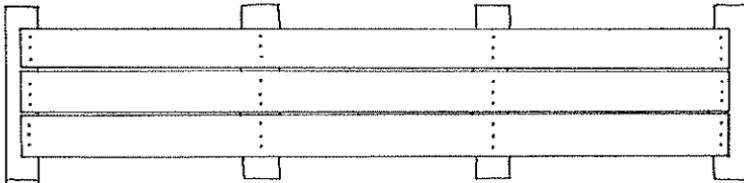
Materials Needed for 12' section of boardwalk:

Treated Lumber:

3 2"x10"x12'

3.5 6"x6"x3'

36 Galvanized Decking Screws



1 FT.



Sunset Park Improvements

Representatives from the Main Street program expressed a desire to possibly add some improvements to Sunset Park to further enhance its beauty and encourage more use. Initial thoughts are strategically placed seating, plantings, low shrubs and meandering walkways. There is not a lot of money budgeted for improvements; however, if small improvements can be made toward a larger scheme, it is more manageable. If the board is interested, the Main Street Design Committee will further investigate layout plans and costs and bring a proposal back to the board for further discussion.

Board Discussion – The board asked about maintenance and being able to work around the underground storm water treatment filtration. They also asked that overall park signage/map, a kayak launch/retrieval and passive activities are considered for this park and any future plans and that they review the waterfront master plan to make sure that they are staying consistent and not go against the plan. The general consensus was to have the Main Street Program continue to develop a plan. Commissioner Neidhamer added that Peninsula Beach is a great location for more active activities and added that the parks board should be looking into and discussing dog parks and where one might belong as it came up during the City-wide goal setting as a discussion item.

Invasives Species Removal at Riverside Park

Representative Nancy Cunningham of Friends of the Boyne River requested on behalf of their organization permission to remove invasive plant species from the park. Invasive species are plants that are not native and if not addressed will take over an area and choke off and kill natural plant growth. A small group, led by experienced, knowledgeable experts will walk through, identify and remove these plants. After board discussion, the board decided that this was good idea and it will benefit the park area and Friends of the Boyne River coordinate this project with City staff and move forward.

Proposed Nature Area on the Boyne River Bank on City Property Adjacent to the Industrial Park

Nancy Cunningham, on behalf of the Friends of the Boyne River (FoBR) spoke to the board about creating a nature area on City Property abutting the Boyne River. The area being proposed is down near the river on City property with a boardwalk over the sensitive wetlands. It is not proposed as a trail, motorized or non-motorized. It is proposed as a stand alone project down near the river and not part of any future trail system that may be considered upland closer to the roadway at this time. The boardwalk will offer public access to the river and protect with still protecting the sensitive wetland. The FoBR had proposed a similar but more expansive project over a year ago and did not receive City Commission approval based on the project including a non-motorized trail upland, which would have limited the potential of

having a snowmobile trail as a possible future use. FoBR are excited about the proposed project and would like the blessing of the Parks & Recreation Board to present this to the City Commission for consideration.

Board Discussion - Will the Friends of the Boyne River take stewardship of the nature area? Ms. Cunningham stated that the nature area would remain the property of the City but the FoBR would maintain and care for the area. The board suggested that Ms. Cunningham review the minutes from the prior City Commission meeting so all of the concerns that were expressed then can be addressed at this meeting and provide as many supporting documents as possible (i.e. maps, photos, etc.) so the commission as all the information they need to make an informed decision. **Wehner moved, Nicholls seconded, PASSED**

UNANIMOUSLY to recommend the Friends of the Boyne River's proposal to create a nature area on the bank of the Boyne River on City owned property adjacent to the Industrial Park.

****MOTION**

DIRECTOR'S REPORT

~~NOVOISKI reported that there has been a lot of activity at Anah, the volunteer group, and the weather has not been cooperating to provide consistent service. He informed the board that he is working on the things you have said, but they would like to be considered for him to be a member. One item of concern is the fact that the weather is not cooperating with the warming blankets. There is a lot of snow and it will be a long time to get it.~~

CORRESPONDENCE

None

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES

Park Inspections

~~Karin reported that he has been working at the annual market. He has been amazed at how busy it is. He also shared some of the positive comments that he has from the guests. Green Market has been graciously assisting with hot date supplies. There is no fee for the hot date, but optional donations being collected. There will be a pizza party for the kids toward the end of the season using the donations being collected.~~

UNFINISHED BUSINESS

~~Ruth M. reported that the board has been working on the issue of the portable ice rink in Sunset Park. She has not been very successful. It has been difficult to maintain the ice due to the fact that most people will not pay for the ice. There is the warming blankets, water and equipment available.~~



Date: February 24, 2012
To: Mayor Grunch and the Boyne City City Commission
From: Michael Cain, City Manager *Mc*
Subject: Proposed Boyne Mountain Wastewater Treatment Agreement

Attached for your review and consideration is a proposed agreement with Boyne USA that covers the parties rights and responsibilities with regards to our provision of wastewater treatment services to their current and future facilities, something we have done since the 1990's. When the City was preparing to build our current wastewater treatment facility, we designed it to include current and future treatment needs of both the City and Boyne USA. The plant as built in 2004 should meet all the City's future growth needs, as provided for in our master plan, and that of Boyne USA for 20 or so years. Based on those needs, we designated 56.5 % of the capacity and construction costs to the City and 43.5% to Boyne USA. There are provisions for Boyne pay for the expansion of the screenings chamber at the plant or the force main along M-75 as the flow from their facilities requires.

Since that time, with the knowledge of the City Commission, we have operated under basically a handshake agreement of the terms which were previously agreed to are outlined in the proposed agreement. Completion of this agreement was high priority of the previous Commission.

Both parties are current in their obligations to each other. As noted on page 8 to date Boyne USA has made payment to the City related to the completion of the expanded wastewater treatment facility of just under 1.5 million dollars. This is in addition to their regular quarterly sewer bills.

Our City Attorney has thoroughly reviewed the proposed document and has approved it as to form. Dan Meads and I have actively created the document before you, which has also been reviewed and approved by Boyne USA and their legal team.

This document will replace the various previous agreements we have had with Boyne USA on this topic so that all one would need to find on this matter will be in one document. Copies of the documents this agreement will replace are available if desired.

RECOMMENDATION: That the City Commission approve the proposed Restated Operation and Maintenance Agreement Wastewater Treatment Facilities as presented and authorize the City Manager and City Clerk/Treasurer to execute it on behalf of the City.

Options:

- A. Postpone the matter for further consideration and/or information.
- B. Deny the request.
- C. Other options, as determined by the City Commission.

**RESTATED OPERATION AND MAINTENANCE
AGREEMENT
WASTEWATER TREATMENT FACILITIES**

This Restated Operation and Maintenance Agreement (“Agreement”) dated as of _____, 2012, between the City of Boyne City (“City”), a Michigan municipal corporation, whose address is 319 North Lake Street, Boyne City, Michigan 49712, and Boyne U.S.A., Inc. including its wholly-owned subsidiary Boyne Properties, Inc., a Michigan corporation, jointly and severally (“Boyne” or “Boyne Mountain”), whose address is P.O. Box 19, Boyne Falls, Michigan 49713; and

RECITALS

WHEREAS, the City is the owner and/or operator of a Wastewater Collection System which currently serves Boyne U.S.A. at the Boyne Mountain Resort; and

WHEREAS, Boyne U.S.A. is the owner of certain property known as Boyne Mountain Resort, located in the County of Charlevoix, State of Michigan and legally described on Exhibit A, attached (“Boyne Mountain Property”); and

WHEREAS, the City and Boyne entered into a certain Operation and Maintenance Agreement dated June 18, 1999 for the provision of sewage disposal services to Boyne Mountain (the “Original Operation Agreement”); and

WHEREAS, the City and Boyne amended the original Operation Agreement pursuant to a certain First Amendment to the Operation Agreement dated November 13, 2001 (the “First Amendment”); and

WHEREAS, the City expanded its wastewater treatment plant based on Boyne Mountain’s promise to assume a portion of the cost as provided herein; and

WHEREAS, the City and Boyne Mountain desire to replace the previous agreements noted above and to enter into and implement this Agreement in order to memorialize the obligations of the parties concerning sewage disposal services to Boyne Mountain and in order to memorialize Boyne Mountain’s obligations to pay for a portion of the expansion of the City’s wastewater treatment plant; and

WHEREAS, the City provides sanitary sewer services in Boyne Valley Township pursuant to the January 18, 2002 intergovernmental agreement between Boyne City and Boyne Valley Township;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained in this Agreement, the parties agree as follows:

SECTION 1. INTRODUCTION

This Agreement shall specify the rights, responsibilities and duties of the City and Boyne Mountain regarding the collection of sewage and the operation and maintenance of sewage disposal services, mains and equipment provided to Boyne Mountain. In addition, this Agreement is intended to memorialize Boyne Mountain's obligation to pay the City its share of the costs associated with expanding the City's wastewater treatment plant. Accordingly, the Original Operation Agreement, as amended, by the First Amendment, is hereby terminated and replaced by the terms and conditions of this Agreement.

SECTION 2. DEFINITIONS

"2001 Sewer Extension Plan" shall refer to plans developed by the Wade-Trim engineering firm to allow for the 2001 construction of sanitary sewer main extensions on Boyne property to service the Grand Mountain Lodge and adjacent Village facilities and funded with CDBG/Boyne Valley Township Funds, a copy of which is attached hereto and incorporated hereby in Exhibit B.

"CDBG" shall mean federal Community Development Block Grant Funds whether administered by the federal government or an entity of the State of Michigan.

"Changes in Law" shall mean any and all statutes, laws, ordinances, enactments, rules, regulations, orders, decrees, directives, mandates, standards, interpretations, or other similar requirements of any federal, state or local government, court, public authority or administrative agency regulating, applicable to, arising out of, or in connection with or otherwise relating to the operation of the Facilities including, but not limited to, amendments to environmental requirements under the Federal Water Pollution Control Act, Federal Clean Air Act, Federal Resource Conservation and Recovery Act, the Federal Toxic Substances Control Act, the Federal Safe Water Drinking Act, the Comprehensive Environmental Response Compensation and Liability Act and the state counterparts of such statutes and regulations.

"Collection System" is all sanitary sewers, trunks, interceptors, pumping stations, pertinences, instrumentalities or properties used or useful in the collection and conveyance of wastewater.

"Equipment" shall include all mechanical, electrical, hydraulic and pumping equipment and computer controls owned, leased or used by the City and Boyne Mountain for the purpose of operating the Facilities.

"Facilities" shall include (i) the City Wastewater Treatment Plant (ii) the Wastewater Collection System which includes, but is not limited to, lines, manholes, lift stations, pumping stations, leads, taps and related items; (iii) the testing laboratory; (iv) the grounds surrounding and appurtenant to the Wastewater Treatment Plant; and (v) any expansion, capital improvements and/or other changes to the existing Facilities. The above specifically incorporates any such Facilities located on Boyne Mountain property.

"Interceptor" shall mean the eight (8") inch, sanitary sewer force main (SDR-21 PVC or HDPE with push on joints), or its replacement/addition acceptable in writing by both parties, from its current location running west along the south side of M-75 from the abandoned railroad right-of-way north of M-75, to the Moll Drive entrance at the Boyne City Air Industrial Park, Phase II expansion.

“Interceptor Costs” shall mean the entire actual construction, engineering and replacement/addition costs of the Interceptor. The cost shall not include normal maintenance and/or repair costs.

“Maintenance” means those routine and/or repetitive activities required or recommended by the Equipment and/or Facilities manufacturer, or by the City to maximize the useful life of the Equipment, Vehicles and Facilities, or to reduce the operating costs thereof.

“Repair” means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure to avert a failure of some equipment, vehicles, Facilities, or some component thereof.

“Tap-in Fee” means the charge for the right to connect to the Facilities by the means of a tee, wye or saddle, as established by the City Ordinance and any amendments to the Ordinance.

“Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of the NPDES permit. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides and herbicides.

“Hazardous/Toxic Waste” the term *“Hazardous/Toxic Waste”* shall include any material or substance which, as of the date of this Agreement, and for the duration of the Agreement (adopting any future changes in the statutory definitions of the following statutes or regulations or any newly promulgated statutes or regulations), and by reason of its composition or characteristics is (a) hazardous waste, substance or material as defined in the Solid Waste Disposal Act, 42 USC § 6901 et seq., as amended, replaced or superseded, and the regulations implementing same, or (b) materials the disposal of which is regulated by the Toxic Substances Control Act, 15 USC § 2601, et seq., as amended, replaced or superseded, and the regulations implementing same, (c) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954, (d) hazardous waste substance or material as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §6901 et seq. as amended, replaced or superseded, and the regulations implementing same or (e) treated as hazardous waste or substance or material under applicable law. If any governmental agency or unit having appropriate jurisdiction shall determine that substances are hazardous or harmful to health, then, any such substances or materials shall also be Hazardous Waste for the purposes of this Agreement.

“Wastewater Collection System which is the subject of this Agreement” means the portion of the City’s Wastewater Collection System that has been constructed to service Boyne Mountain.

“Boyne City Wastewater Treatment Plan Expansion Project” means the expansion of the City’s wastewater treatment plant as described in the Michigan Municipal Bond Project 522-01 with a bond issue date of 9/23/04, with a total principal and interest cost of \$8,363,091, subject to final reviews and audits.

SECTION 3. OWNERSHIP

(a) **City.** The City owns the sanitary sewer collection system as follows: (1) All existing facilities and equipment within the City of Boyne City; (2) from its termination in an existing manhole on M-75 in the City of Boyne City along M-75 within the right-of-way of MDOT; (3) the collection system constructed with Community Development Block Grant (“CDBG”) funds within the development called Disciples Ridge and along Mountain Pass Road.

All grounds, facilities, equipment and vehicles now owned by the City and acquired by the City shall remain the property of the City.

(b) **Boyne Mountain.** Boyne owns the sanitary sewer system (1) south of M-75 along the former Boyne City Railroad right-of-way; and (2) other collection systems on Boyne properties with the exception of the facilities constructed with CDBG funds within the development called Disciples Ridge and along Mountain Pass Road.

All grounds, facilities, equipment and vehicles now owned by Boyne and acquired by Boyne shall remain the property of Boyne, unless otherwise provided in this Agreement.

SECTION 4. RELATIONSHIP BETWEEN THE CITY AND BOYNE MOUNTAIN

It is understood and agreed that the relationship of Boyne Mountain to the City is that of an independent contractor.

SECTION 5. RESPONSIBILITIES OF THE CITY AND BOYNE MOUNTAIN

(a) **City.** Except as otherwise may be required by law, court order or regulatory order, the City shall operate, maintain and repair all property, facilities and equipment comprising the sanitary sewer collection system including the sanitary sewer, force main and interceptor located on the right-of-way on M-75 and serving Boyne Mountain, except any other system property, facilities and or equipment residing on properties currently or previously owned by Boyne or any associated entity.

Except as otherwise may be required by law, court order or regulatory order, the City shall not allow any other party to tap into the Wastewater Collection System which is the subject of this Agreement if the additional usage would negatively impact the current and long-range capacity of the existing force main and interceptor that serve Boyne Mountain or would negatively impact Boyne’s right to use up to forty-three and one half percent (43.5%) of the maximum capacity of the Wastewater Treatment Plant to service property which is or have been owned by or affiliated with Boyne Mountain and identified in Exhibit A.

Except as otherwise may be required by law, court order or regulatory order, the City shall not allow a commercial or multi-unit residential user, on property other than property which is or has been owned by or affiliated with Boyne Mountain and identified in Exhibit A to tap into the “*Wastewater Collection System which is the subject of this Agreement*” without providing for a system of contribution towards the cost of repairs and up-grades to the Wastewater Collection System and the Wastewater Treatment Plant similar to Boyne’s responsibility; said provisions for contribution by additional users shall be reasonable in light of the purposes of this Agreement and shall be based upon

a theory of proportional reimbursement for costs to date and proportional responsibility for future costs as determined by the City in writing. In the event no third party taps into the *Wastewater Collection System which is the subject of this Agreement*, Boyne shall remain responsible for 43.5% and the City shall remain liable for 56.5% of the total costs of the Boyne City Wastewater Treatment Plant Expansion Project as defined in Section 9.

(b) Boyne Mountain. Boyne Mountain shall provide any alterations, maintenance, and repairs to the lift station and that portion of the sanitary sewer and force main located on Boyne Mountain property, including both (1) the facilities constructed with CDBG funds within the development called Disciples Ridge and along Mountain Pass Road; and (2) the facilities constructed with CDBG/Boyne Valley Township funds as depicted on the 2001 Sewer Expansion Plan. All maintenance and repair by Boyne shall be in conformance with City standards and requirements.

Boyne Mountain agrees, at its own cost, to pay for all costs associated with the purchase and installation of a second fine screen in the screening building located at the Boyne City waste water Treatment Plant within 6 (six) months of the City providing Boyne Mountain written notification that the initial fine screen can not keep up with incoming flows, from all sources, on a regular basis. The estimated cost for a second screen in 2005 was \$115,000.00 (one hundred fifteen thousand dollars and no cents) and the parties understand that the cost to Boyne will likely be more in the future. This responsibility, based upon a theory of proportional reimbursement for costs to date and proportional responsibility for future costs, shall be reviewed and revised in writing as determined by the City, Boyne and the requesting party prior to the City allowing any other party to tap into the Wastewater Collection System which is the subject of this Agreement.

Boyne Mountain agrees, at its own cost, to pay for all costs associated with the acquisition, installation and operation of any and all items necessary to extend sanitary sewer service to properties which are or have been owned by or affiliated with Boyne Mountain and identified in Exhibit A beyond those identified in subsection 5(a) above.

Boyne Mountain further agrees that for properties which are or have been owned by or affiliated with Boyne Mountain, located south of M-75 and identified in Exhibit A that none of the allocated sewer system capacity shall be used for uses other than residential or resort commercial type uses consistent with and of the general nature to those currently existing at Boyne Mountain, without prior written approval of the City.

(c) City/Boyne Mountain. Upon request by Boyne Mountain, the City agrees to provide assistance to Boyne Mountain for repairs to the sanitary sewer system on Boyne Mountain property. Boyne Mountain will be charged by the City for those services.

SECTION 6. COMPLIANCE

The City and Boyne Mountain shall abide by the governing ordinances, policies and procedures of the City and all federal and state laws or regulations as they are now in effect and/or as they may be amended from time to time, regarding the use, operation and maintenance of the sanitary sewer system and discharge permit.

The operation of the sanitary sewer system, including operating the Facilities, is a governmental function under the Governmental Tort Liability Act, MCLA 691.1401 et. seq. The City is expressly reserving all of its statutory and common law defenses of governmental immunity. The parties agree that nothing in this Agreement confers rights to third parties. Neither Boyne nor the City intend to confer any benefits to any other person, firm or entity.

SECTION 7. MAINTENANCE AND REPAIR PROGRAM

(a) **City.** The City shall provide maintenance of the Wastewater Collection System located from its termination in an existing manhole on M-75 in the City of Boyne City along M-75 within the right-of-way of MDOT. This shall specifically include, but not be limited to, periodic cleanup of the sanitary sewers as well as ordinary maintenance and operations of any and all wastewater pumping stations (except those located on property currently or previously owned by Boyne).

The City shall also provide repairs, including reconstruction work, if necessary, to the sanitary sewer system or any part of that system located on in the City of Boyne City or otherwise on City property.

(b) **Boyne Mountain.** Boyne Mountain shall provide maintenance of the Wastewater Collection System located on Boyne property, including both (1) the collection system constructed with Community Development Block Grant (“CDBG”) funds, within the development called Disciples Ridge and along Mountain Pass Road; and (2) the system and facilities constructed with CDBG/Boyne Valley Township funds as depicted on the 2001 Sewer Extension Plan. This shall specifically include, but not be limited to, periodic cleaning of the sanitary sewers as well as ordinary maintenance and operation of any and all wastewater pumping stations on property currently or previously owned by Boyne.

Boyne Mountain shall also provide repairs, including reconstruction work, if necessary, to the sanitary sewer system or any part of that system located on property currently or previously owned by Boyne.

SECTION 8. REPORTING REQUIREMENTS

Boyne Mountain shall prepare an Operation and Maintenance Report (the “Report”) on a monthly basis. The report shall detail and summarize all corrective maintenance, repairs and replacements.

The report shall also describe any capital improvements undertaken by Boyne Mountain as agreed upon by the parties.

The report shall also describe any and all, other, preventative maintenance measures undertaken, as well as the need for preventative measures to be taken, when performance is anticipated, and any reasons for non-performance.

The report shall include any other information required by the City and in a format reasonably acceptable to the City.

The current and previous reports, for a period of not less than 5 (five) years shall be available for review and provided to the City as requested.

The City shall have access to sample the waste streams on Boyne Mountain property on an as needed basis for purposes of determining compliance. The City shall share with Boyne Mountain the results of the sampling and any reports.

The City shall have the right to inspect any and all sanitary sewer related facilities as it deems necessary to insure compliance with the terms of this agreement or any applicable federal, state or local law, standard or requirement.

SECTION 9. RATES AND REIMBURSEMENT FOR EXPANSION PROJECT

(a) Boyne Mountain shall pay the sum of 1.0 (one) times the sewer user rate established by the City, as that rate is now or as it may be amended by the City. Boyne Mountain will be provided and pay from one bill for all sanitary sewer usage on the same terms and conditions as in-city customers, unless modified in writing agreeable to the parties.

(b) Tap in fees, in amounts equal to those currently in effect in the City, shall be paid by Boyne or its agents, into an escrow account maintained by the City to be used by Boyne Mountain for the operation, maintenance and replacement costs for sanitary sewer infrastructure on property currently or previously owned by Boyne. Boyne shall be ultimately responsible for the funding of the escrow account in its entirety by paying to the City \$10,000 (ten thousand dollars and no cents) per month on the first of each month following the execution of this agreement whether or not sufficient tap fee activity has taken place. Once the escrow account reaches \$100,000.00 (one hundred thousand dollars and no cents) no additional tap fees would be assessed, unless the account subsequently falls below \$100,000.00 (one hundred thousand dollars and no cents). As the account is used for operation, maintenance and replacement costs, tap fees would again be replenished to the \$100,000.00 (one hundred thousand dollars and no cents) level on a monthly basis as outlined in this paragraph. The City shall have access to these funds to perform sanitary sewer system maintenance on items required to be maintained by Boyne or Boyne Mountain, should they fail to do so.

(c) Boyne shall be responsible for 43.5% (forty-three and one half percent) of the total principal and interest costs, including required reserve fund contributions, associated with the Boyne City Wastewater Treatment Plant Expansion project and further identified by the Michigan Municipal Bond Authority as Project 5221-01 (date of issue: 9/23/04). The total final principal projects costs as approved by the Michigan Department of Environmental Quality on February 17, 2009 are \$8,363,091, subject to final reviews and audits.

Boyne shall deposit with the City, in a manner acceptable to the City, 43.5% (forty-three and one half percent) of the future required principal and interest payments no later than two weeks prior to the date such payments are required to be made by the City to the Michigan Municipal Bond Authority. The City shall provide Boyne, within 5 (five) business days of their receipt, copies of the most current Loan Summary with includes principal and interest payment scheduled through the conclusion of the loan as well as copies of any Payment Notifications as provided by the Michigan Municipal Bond Authority or their agents. Principal and interest payments are generally required to be made by the City on or about March 25th and September 24th through April 1, 2026.

Boyne shall deposit with the City, in a manner acceptable to the City, 43.5% (forty-three and one half percent) of the required future reserve fund annual contribution by April 30th of each year through 2011, as specified on the Schedule of Estimated Debt Service and Coverage as prepared by Stauder, Barch and Associates, Inc. dated October 25, 2005. These funds, plus applicable interest earned, will be used, as available, towards final principal and interest of the loan covered by such funds and other deposits required for the principal and interest payments will be reduced accordingly based on the same percentages as the payments into the reserve fund. The City shall provide an accounting of the reserve fund and its availability upon request.

As of the date of this Agreement Boyne has made total payments of \$1,487,032.50 (one million four hundred eightyseven thousand and sixty seven dollars and 50 cents) towards the principal and interest costs, including required reserve fund contributions, specified in this subsection (c). Boyne's share of the payments due and paid by the City as of this date are \$1,487,032.50 (one million four hundred eightyseven thousand and sixty seven dollars and 50 cents), meaning that Boyne Mountain is current in its obligations owing the City as of the date of this agreement.

All funds received as called for in this subsection (c) by the City from Boyne in advance of their required distribution to other parties by the City shall be credited with the then prevailing interest received by the City for each full month they are held by the City

Should Boyne not deposit the required funds as called for in this subsection, (c), it shall be required to pay to the City the sum required plus interest thereon at the rate of 10% per annum until paid.

(d) Boyne shall pay for the Interceptor costs and the second fine screen as called for in this Agreement.

SECTION 10. AMOUNT AND CHARACTER OF SEWAGE

Boyne Mountain shall have the right, subject to compliance with the terms of this agreement to use a maximum of 43.5% (forty-three and one half percent) of the total of capacity of the Boyne City Wastewater Treatment facility as built and completed through 2007. This translates into Boyne Mountain having the ability to discharge up to a maximum of 460,500 (four hundred sixty thousand five hundred) gallons of sewage per day or 922 lbs (nine hundred twenty two pounds) of BOD (Biochemical Oxygen Demand). Both the gallonage and BOD poundage numbers in the previous sentence are based on a pump rate not to exceed the current rates of 650 (six hundred and fifty) gallons of sewage per minute on a peak monthly average basis. BOD shall be as measured at the screening building in Boyne City wastewater treatment plant facility and shall be based on a sampling procedure acceptable to the MDEQ (i.e. grab, composite, grab-composite, etc). Prior to the City allowing any other party to tap into the Wastewater Collection System which is the subject of this Agreement the City, Boyne and the other party will meet to determine new BOD testing protocols to insure that proper BOD levels are maintained and how the appropriate parties would be held accountable. The City shall notify Boyne Mountain, and/or any other responsible party, in writing if these limits are exceeded. If the excesses are not corrected within 2 (two) weeks the City shall have the right limit the responsible party's discharge into the system to the contracted amounts and/or charge them surcharge fees for the amounts in excess.

Boyne Mountain shall provide the City with a report that quantifies the amount of capacity being used and the amount of capacity reserved by the construction of infrastructure facilities or committed by contractual agreement. Such report shall be provided to the City each year on or before June 30. Boyne Mountain shall hold the City harmless and the City shall have no obligation to provide sewer capacity in excess of 43.5% of the maximum capacity of the Wastewater Treatment Plant as allocated in Section 5. Boyne Mountain agrees that it shall be solely responsible for the obligation to provide capacity in excess of the 43.5% allocated to Boyne Mountain under Section 5 and shall indemnify the City for any damages that arise from Boyne's actions in use or commitment to provide capacity in excess of 43.5%.

Without limitation to the above paragraph, no sewage detrimental to the City's sewage disposal system or the public health or safety shall be discharged into the City system by the City, Boyne Mountain, or any subsequent party that may tap into the Wastewater Collection System which is the subject of this Agreement. Each, the City, Boyne Mountain, and any subsequent party that may tap into the Wastewater Collection System which is the subject of this Agreement shall be responsible for the character of sewage originating therein. If it is determined that hazardous sewage posing a public health or safety threat is coming from Boyne Mountain, the City has the unilateral right to terminate the acceptance of Boyne Mountain's sewage until the problem is corrected to the satisfaction of the City.

In the event that hazardous sewage posing a public health or safety threat is emitted from the Wastewater Collection System which is the subject of this Agreement, the City has the unilateral right to terminate the acceptance of sewage from that system until the situation is corrected. The City agrees to work with the appropriate parties to correct the situation on an emergency basis.

SECTION 11. METERS

To determine the flow of sewage from Boyne Mountain to the City's sewers, Boyne Mountain has a meter at lift station 2. The City agrees to calibrate this meter on an annual basis.

SECTION 12. OPERATION, REPAIR AND MAINTENANCE BILLING BY THE CITY

The City shall maintain appropriate records, on a time and expense basis, for any alterations, repairs or maintenance work it performs on the sanitary sewer system on Boyne Mountain property.

This information shall be utilized by the City in calculating an appropriate service charge to Boyne Mountain for work performed on the sanitary sewer system on Boyne Mountain property. The City records shall be open for inspection by Boyne Mountain.

SECTION 13. INSURANCE

Boyne Mountain shall maintain statutory Worker's Compensation Insurance for all of Boyne Mountain's employees at the Facility as required by law.

Boyne Mountain shall maintain and provide to the City on a regular basis current copies of certificates of insurance demonstrating Comprehensive or Commercial General Liability Insurance for

bodily injury and/or property damage with \$1,000,000.00 combined single limits, per occurrence and in the aggregate naming the City as an additional insured.

SECTION 14. INDEMNIFICATION

Boyne shall defend, indemnify and hold the City and its officers, employees and agents harmless from and against all liabilities, actions, damages, claims, decrees, demands, judgments, losses, costs, fines, penalties, suits, or attorneys' fees, for injury to, or death of, any person or persons, any property loss or damage, or any other type of injury or damage ("indemnified claim"), to the extent: (i) arising out of the operation of the Facilities on Boyne Mountain property; (ii) arising out of any obligations to be performed under this Agreement; and (iii) the indemnified claim was due to negligence, violation of any law or change in law, or willful misconduct by Boyne Mountain, or any of its employees, agents, and subcontractors in either the construction, operation, maintenance, or replacement of said Facilities.

SECTION 15. EXCESS CAPACITY

Boyne Mountain may, with the prior written approval of the City, sell back to the City at a price consistent to what it paid for it any unused capacity it can demonstrate to the satisfaction of the City it does not or will not need. Should the City agree that Boyne does not or will not need such capacity but then declines to repurchase said capacity from Boyne then Boyne, with the prior written approval of the City, may assign or sell any portion of their excess capacity from their discharge capacity set forth in Section 10 above to a third party in the area of Boyne Valley Township for which there is an intergovernmental agreement between the City and Boyne Valley Township for the provision of such service. The language in this section may be invoked provided that Boyne Mountain is in compliance with the terms of this Agreement and further provided that the agreement with the third party user requires compliance with the relevant terms of this Agreement and City ordinances and further their proposed operations do not negatively impact on the ability of the City to operate its wastewater system, as determined by the City. The City shall not act in an arbitrary or capricious manner when considering whether the proposed operation negatively impacts the ability of the City to operate its wastewater system.

Without limiting any rights of the City in Section 16, in the event Boyne Mountain sells, assigns, or conveys (or in any way transfers interest in) any of its capacity, Boyne shall include in the agreement to sell or assign a requirement that the purchaser or assignee shall be bound by the terms of this Agreement and that the City shall have all of the rights it has against Boyne Mountain against the purchaser or assignee. Further, this Agreement shall be incorporated by reference in any agreement by Boyne Mountain to sell or assign such capacity or excess capacity.

SECTION 16. DEFAULT - REMEDIES

Boyne shall provide the City with financial protections to ensure that the obligations of Boyne under section 9 and all other sections of this Agreement continue to be met if Boyne is unable to meet its obligations and is determined to be in default. Boyne's obligations include, but are not limited to, the obligation to pay user fees pursuant to section 9(a), the obligation to make principal and interest payments for 43.5% of the project costs for the Boyne City Wastewater Treatment Plans project

pursuant to section 9(c) and the obligation to provide for the operation and maintenance of the collection system owned and controlled by Boyne.

Boyne agrees that the City shall have the right to collect user fees directly from all users of the wastewater collection system which is the subject of this Agreement in the event of a default by Boyne. In addition, Boyne hereby agrees that in the event of a default by it, any contractual rights of Boyne to collect fees for use of the Wastewater Collection System which is the subject of this agreement shall be assigned to the City. Boyne further agrees that all future agreements with users of the Wastewater Collection System shall include notice of this contingent assignment and state that in the event of default by Boyne the City shall charge users directly for sewer use fees pursuant to the ordinance of the City. With respect to existing agreements between Boyne and users of the Wastewater Collection System, Boyne shall provide appropriate notice of this contingent assignment and state that in the event of a default by Boyne the City shall charge users directly for sewer fees pursuant to the ordinances of the City as soon as practicable.

In order to protect the City's ability to collect user fees, Boyne shall provide the City with a list of all users of the Wastewater Collection System which is the subject of this Agreement together with the street address, phone number and email address (if available) for all persons responsible for payment. It is further understood and agreed between the parties that, in the event that Boyne defaults and users of the collection system do not pay the City for wastewater utility services, the City retains the right to discontinue services to said users as provided for by Michigan law.

In the event of a default by Boyne, Boyne further agrees that the escrow account established pursuant to section 9(b) of the Agreement shall become the property of the City and shall be used for the debt, operation, maintenance and replacement costs for sanitary sewer infrastructure on property currently or previously owned by Boyne.

The parties agree that the foregoing contractual remedies are nonexclusive and that the City has the right to pursue any other legal remedies available to it under any applicable state and federal laws and regulations.

SECTION 17. OPERATING LIABILITY

The City will attempt to maintain uninterrupted service to Boyne Mountain; however, the City shall not be liable for injuries or damages by interruptions whether caused by default in original construction, cave-ins, accidents, repairs, sewer backups, line blockages, or any other cause, nor shall the City be liable for injuries or damages of any nature caused by the Wastewater System of the City or by interruption therein. The City and Boyne Mountain agree and understand that the Facilities and services provided under this Agreement are a governmental function.

SECTION 18. TERM OF AGREEMENT

This Agreement shall continue in full force and effect for a period of twenty-five (25) years from date of this Agreement, and from then on a year to year basis unless either party delivers upon the other one hundred and eighty (180) days advance written notice of their desire to terminate the agreement.

SECTION 19. CEASATION/TERMINATION

Boyne Mountain shall have the right to cease using the City sanitary system upon 180 days written notice to the City. After the 180 days, the sanitary sewer system located on Boyne Mountain property shall, subject to any CDBG requirements, become the property of Boyne Mountain. Boyne shall still be required to comply with the other terms of this agreement, including but not limited to payment of the debt payment requirements outlined in Section 9 above. Once Boyne's debt obligations under this agreement have been satisfied Boyne may terminate this agreement in its entirety upon 180 days written notice to the City. All other portions of the sanitary sewer system shall remain the property of the City.

SECTION 20. REOPENER OF AGREEMENT/UNFORESEEN CIRCUMSTANCES

In the event that any unusual, unforeseen situation or change occurs, such as in technological requirements or advances, or, any statutory requirements, or, any changes in City Ordinances, or, other such changes which will materially and significantly affect the basic understanding and agreement as set forth in this Agreement, then either party shall have the right to request a reopening and re-examination or review of this Agreement for the purpose of arriving at a new or different Agreement which will fairly and equitably reflect such changes. It is also understood that minor problems may arise during any period of this Agreement and, therefore, upon the request of either party, negotiations shall be held at the official place of business of the party requesting such negotiations. Such request shall: (1) be in writing; (2) state the purpose of the meeting and negotiations; and (3) be honored within ten (10) business days of receipt by the notified unit.

SECTION 21. INTERPRETATION OF THIS AGREEMENT

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

Nothing in this Agreement shall be construed to deprive the City of exclusive jurisdiction over the City's sewage disposal system, subject, however, to the rights of Boyne Mountain as provided in this Agreement. This Agreement, however, shall not be construed to mean that the City shall have any duty whatsoever to finance, repair, operate or maintain any sewer facilities located on Boyne Mountain property.

This Agreement shall be binding upon the respective successors and assigns of each of the parties.

SECTION 22. SAVINGS CLAUSE

The invalidation by court decision or statute of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall continue in effect. If, however, such invalidation affects the consideration paid to or received by either party, or either party's rights under the Agreement, the City and Boyne Mountain agree to revise the Agreement to return the parties to their original positions under the Agreement, so far as possible.

SECTION 23. ASSIGNMENT

Neither party shall have the right to assign this Agreement, or any portion thereof, to another entity without the prior written consent of the other.

SECTION 24. NOTICES

Any notice required or permitted by this Agreement shall be in writing and delivered to the following individuals:

FOR THE CITY OF BOYNE CITY:
City Manager
319 North Lake Street
Boyne City, Michigan 49712-2109
Telephone: (231) 582-6597
Facsimile: (231) 582-6506

FOR BOYNE MOUNTAIN:
Boyne Mountain General Manager
P.O. Box 19
Boyne Falls, Michigan 49713
Telephone: (231) 549-6071
Facsimile: (231) 549-6093

Each such notice shall be delivered by Registered or Certified Mail, postage prepaid. It will be each party's responsibility to update any changes regarding the above information, including but not limited to the contact person(s).

IN WITNESS WHEREOF, the parties have executed this Operation & Maintenance Agreement as of the day and year first written above.

Witnesses:

CITY OF BOYNE CITY

By: _____
Michael Cain, City Manager

By: _____
Cindy Grice, City Clerk/Treasurer

BOYNE USA, INC., A Michigan Corporation

By: _____
Stephen Kircher, Chief Operating Officer,
Boyne USA, Inc.

BOYNE PROPERTIES, INC., A Michigan Corporation

By: _____
Stephen Kircher, Chief Operating Officer,
Boyne Properties, Inc.

STATE OF MICHIGAN)
) SS.
COUNTY OF CHARLEVOIX)

The foregoing Restated Operations and Maintenance Agreement (Wastewater Treatment Facilities) was acknowledged before me this _____ day of _____, 2012, by Michael Cain, City Manager of the City of Boyne City, on behalf of said City.

Notary Public

County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF CHARLEVOIX)

The foregoing Restated Operations and Maintenance Agreement (Wastewater Treatment Facilities) was acknowledged before me this _____ day of _____, 2012, by Cindy Grice, City Clerk/Treasurer of the City of Boyne City, on behalf of said City.

Notary Public

County, Michigan

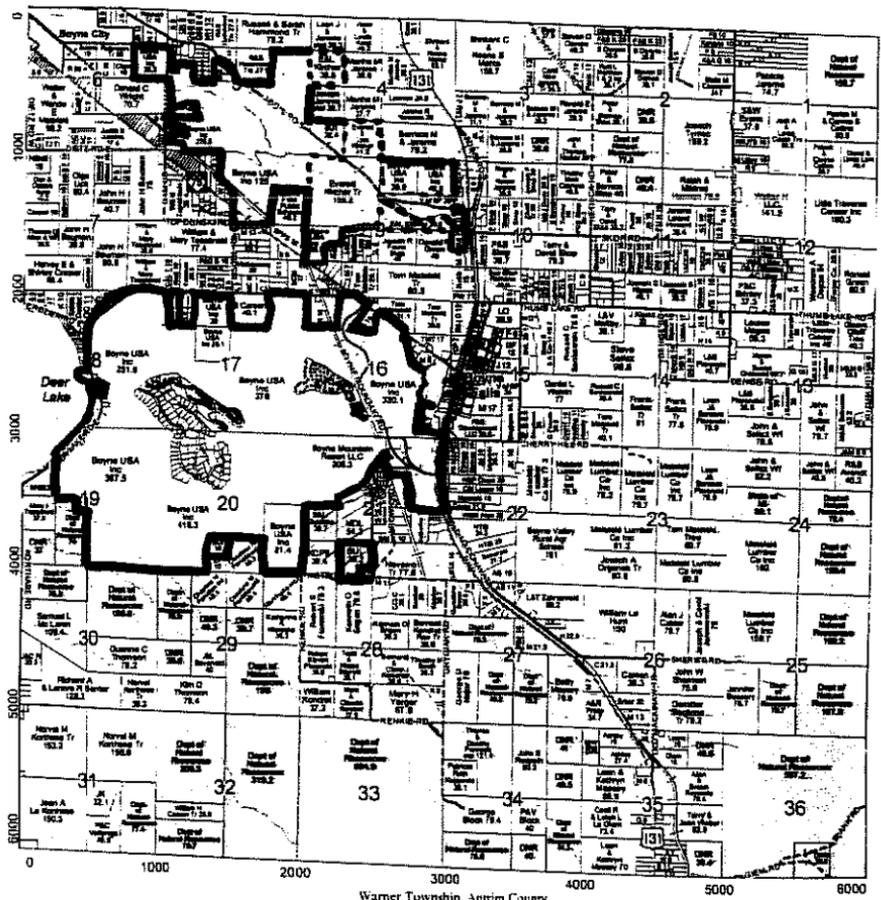
T32N-R05W

EXHIBIT A - DRAFT

BOYNE VALLEY

J/ TAX ROLL INFO

See Melrose Page 23



Warner Township, Antrim County

See Handbook Page: 19

Street Index (*Private roads are not depicted, see legend on page 1)

STREET	SECTION	STREET	SECTION	STREET	SECTION
ADDIS RD S	5	DAM RD	5-6	NORTHASE RD	24
BISQUE RD	8	DEER LAKE RD E	19	KUZMOK RD	13
BLANN RD	38	DENISE RD	14	M-75 S	8
BOYNE MOUNTAIN RD	18	DIETZ RD E	6,7	METROSE RD	21,26
BROWN RD	21	DIETZ RD W	6	OLD MACKINAW TR	2
CAMP TEN RD	12	GIBB RD	38	RENNIE RD	28,29
CHERRY HILL RD	13,22	GRYGAR RD	27,28	ROBBINS SIDING RD	27
CHURCH ST	15	HETRICK RD	10,11	ROMANIAK RD	3
COZZIER RD E	18			SKOP RD	26
				SPRINGBROOK RD S	11,12
				SULLIVAN RD	5
				THUMB LAKE RD	12,13
				TOPOLINSKI RD	5
				US-131 S	4,28
				VALLEY VIEW RD	11

2003

**BOYNE CITY WASTEWATER TREATMENT PLANT
2004 IMPROVEMENTS - DEBT PAYMENT SCHEDULE
Exhibit A**

DATE	Principal	Interest	Debt Service	Reserve	TOTAL	43.8% Boyne Mountain	58.8 Boyne City	Disburse- ments	BALANCE
				Fund Contrib					
7/1/2005	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$758,895.00	\$758,895.00
2/11/2005	\$0.00	\$0.00	\$0.00	\$223,850.00	\$223,850.00	\$97,287.75	\$126,302.25	\$251,137.00	\$1,010,032.00
4/1/2005	\$0.00	\$4,504.05	\$4,504.05		\$9,008.10	\$3,918.52	\$5,089.58	\$0.00	\$1,010,032.00
3/18/2005	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$378,809.00	\$1,386,831.00
4/22/2005	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$233,118.00	\$1,620,047.00
5/26/2005	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$668,896.00	\$2,188,943.00
6/24/2005	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$835,844.00	\$3,124,787.00
7/29/2005	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$837,649.00	\$3,962,436.00
10/1/2005	\$0.00	\$30,036.97	\$30,036.97		\$60,073.94	\$26,132.16	\$33,941.78	\$0.00	\$3,992,436.00
8/18/2005	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$466,379.00	\$4,459,015.00
12/9/2005	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$286,874.00	\$4,745,889.00
1/6/2006	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$950,799.00	\$5,696,688.00
1/6/2006	\$0.00	\$65,274.69	\$65,274.69	\$149,100.00	\$149,100.00	\$64,556.50	\$82,460.40	\$0.00	\$5,869,688.00
2/10/2006	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$577,700.00	\$6,274,305.00
3/17/2006	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$222,845.00	\$6,497,230.00
4/28/2006	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$133,149.00	\$6,630,379.00
5/26/2006	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$166,309.00	\$6,796,688.00
10/1/2006	\$0.00	\$73,385.85	\$73,385.95		\$146,771.90	\$63,845.78	\$82,926.12	\$0.00	\$6,796,688.00
8/18/2006	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$473,569.00	\$7,270,257.00
9/8/2006	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$121,363.00	\$7,391,620.00
3/1/2006	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$84,877.00	\$7,476,297.00
12/1/2006	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$485,247.00	\$7,971,544.00
4/1/2007	\$340,000.00	\$84,250.45	\$424,250.45	\$300,000.00	\$454,250.45	\$197,598.95	\$256,651.50	\$0.00	\$7,631,544.00
2/8/2007	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$295,854.00	\$7,927,398.00
10/1/2007	\$0.00	\$65,014.47	\$65,014.47		\$65,014.47	\$36,981.29	\$48,033.18	\$0.00	\$7,927,398.00
11/10/2008	\$0.00	\$0.00	\$0.00	\$300,000.00	\$300,000.00	\$13,050.90	\$16,950.00	\$95,603.00	\$8,023,091.00
4/1/2008	\$350,000.00	\$84,686.13	\$434,686.13		\$434,686.13	\$189,088.47	\$245,597.66	\$0.00	\$7,673,091.00
10/1/2008	\$0.00	\$81,526.69	\$81,526.69		\$81,526.69	\$35,464.07	\$46,062.62	\$0.00	\$7,318,091.00
4/1/2008	\$355,000.00	\$81,526.69	\$436,526.69	\$300,000.00	\$466,526.69	\$202,939.07	\$263,587.52	\$0.00	\$7,318,091.00
10/1/2009	\$0.00	\$77,754.72	\$77,754.72		\$77,754.72	\$33,823.30	\$43,931.42	\$0.00	\$7,318,091.00
4/1/2010	\$365,000.00	\$77,754.72	\$442,754.72	\$300,000.00	\$472,754.72	\$205,649.30	\$267,106.42	\$0.00	\$6,953,091.00
10/1/2010	\$0.00	\$73,876.59	\$73,876.59		\$73,876.59	\$32,136.32	\$41,740.27	\$0.00	\$6,953,091.00
4/1/2011	\$370,000.00	\$73,876.59	\$443,876.59	\$29,100.00	\$472,976.59	\$205,744.82	\$267,231.77	\$0.00	\$6,583,091.00
10/1/2011	\$0.00	\$69,945.34	\$69,945.34		\$69,945.34	\$30,426.22	\$39,519.12	\$0.00	\$6,583,091.00
4/1/2012	\$380,000.00	\$69,945.34	\$449,945.34		\$449,945.34	\$195,726.22	\$254,219.12	\$0.00	\$6,203,091.00
10/1/2012	\$0.00	\$65,907.84	\$65,907.84		\$65,907.84	\$28,669.91	\$37,237.93	\$0.00	\$6,203,091.00
4/1/2013	\$385,000.00	\$65,907.84	\$450,907.84		\$450,907.84	\$196,144.91	\$254,762.93	\$0.00	\$5,818,091.00
10/1/2013	\$0.00	\$61,817.22	\$61,817.22		\$61,817.22	\$28,890.49	\$32,926.73	\$0.00	\$5,818,091.00
4/1/2014	\$395,000.00	\$61,817.22	\$458,817.22		\$458,817.22	\$198,715.49	\$258,101.73	\$0.00	\$5,423,091.00
10/1/2014	\$0.00	\$57,620.34	\$57,620.34		\$57,620.34	\$26,065.85	\$31,554.49	\$0.00	\$5,423,091.00
4/1/2015	\$405,000.00	\$57,620.34	\$482,620.34		\$482,620.34	\$201,239.85	\$281,380.49	\$0.00	\$5,018,091.00
10/1/2015	\$0.00	\$53,317.22	\$53,317.22		\$53,317.22	\$23,192.99	\$30,124.23	\$0.00	\$5,018,091.00
4/1/2016	\$410,000.00	\$53,317.22	\$463,317.22		\$463,317.22	\$201,542.99	\$261,774.23	\$0.00	\$4,608,091.00
10/1/2016	\$0.00	\$48,960.97	\$48,960.97		\$48,960.97	\$21,208.02	\$27,752.95	\$0.00	\$4,608,091.00
4/1/2017	\$420,000.00	\$48,960.97	\$468,960.97		\$468,960.97	\$203,998.02	\$264,962.95	\$0.00	\$4,188,091.00
10/1/2017	\$0.00	\$44,498.47	\$44,498.47		\$44,498.47	\$18,356.83	\$26,141.64	\$0.00	\$4,188,091.00
4/1/2018	\$430,000.00	\$44,498.47	\$474,498.47		\$474,498.47	\$206,406.83	\$268,091.64	\$0.00	\$3,758,091.00
10/1/2018	\$0.00	\$39,929.72	\$39,929.72		\$39,929.72	\$17,369.43	\$22,560.29	\$0.00	\$3,758,091.00
4/1/2019	\$440,000.00	\$39,929.72	\$479,929.72		\$479,929.72	\$208,769.43	\$271,160.29	\$0.00	\$3,318,091.00
10/1/2019	\$0.00	\$35,254.72	\$35,254.72		\$35,254.72	\$16,335.80	\$18,918.92	\$0.00	\$3,318,091.00
4/1/2020	\$450,000.00	\$35,254.72	\$465,254.72		\$465,254.72	\$211,085.00	\$254,169.92	\$0.00	\$2,966,091.00
10/1/2020	\$0.00	\$30,473.47	\$30,473.47		\$30,473.47	\$13,255.96	\$17,217.51	\$0.00	\$2,966,091.00
4/1/2021	\$460,000.00	\$30,473.47	\$490,473.47		\$490,473.47	\$213,356.06	\$277,117.51	\$0.00	\$2,408,091.00
10/1/2021	\$0.00	\$25,585.97	\$25,585.97		\$25,585.97	\$11,129.90	\$14,456.07	\$0.00	\$2,408,091.00
4/1/2022	\$470,000.00	\$25,585.97	\$495,585.97		\$495,585.97	\$215,579.00	\$280,006.97	\$0.00	\$1,938,091.00
10/1/2022	\$0.00	\$20,592.22	\$20,592.22		\$20,592.22	\$8,957.62	\$11,634.60	\$0.00	\$1,938,091.00
4/1/2023	\$475,000.00	\$20,592.22	\$495,592.22		\$495,592.22	\$216,562.22	\$280,009.60	\$0.00	\$1,463,091.00
10/1/2023	\$0.00	\$15,545.34	\$15,545.34		\$15,545.34	\$6,762.22	\$8,783.12	\$0.00	\$1,463,091.00
4/1/2024	\$485,000.00	\$15,545.34	\$500,545.34		\$500,545.34	\$217,737.22	\$282,808.12	\$0.00	\$978,091.00
10/1/2024	\$0.00	\$10,392.22	\$10,392.22		\$10,392.22	\$4,520.92	\$5,871.60	\$0.00	\$978,091.00
4/1/2025	\$500,000.00	\$10,392.22	\$510,392.22		\$510,392.22	\$222,026.62	\$288,371.60	\$0.00	\$478,091.00
10/1/2025	\$0.00	\$5,079.72	\$5,079.72		\$5,079.72	\$2,209.88	\$2,870.04	\$0.00	\$478,091.00
4/1/2026	\$478,091.00	\$5,079.72	\$483,170.72		\$483,170.72	\$210,179.26	\$272,991.46	\$0.00	\$0.00
TOTALS	\$8,383,091.00	\$2,053,310.07	\$10,416,401.07	\$521,850.00	\$11,101,452.73	\$4,829,131.94	\$6,272,320.79	\$8,383,091.00	

CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*
 From: Cindy Grice, City Clerk/Treasurer *cg*
 Date: February 21, 2012
 Subject: GASB 54 Fund Balance Policy



The Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* was issued to address issues related to how fund balance is being reported. This statement eliminates the current use of the terms *Reserved* and *Designated* in the reporting of fund balances and replaces these terms with five new categories as listed in the proposed policy.

The objective of the proposed policy is to provide consistent financial reporting along with a clear understanding and interpretation of fund balance information for individuals who use fund balance information to identify available resources and assess the City's liquidity and financial flexibility.

It is also recommended that a General Fund Unassigned Fund Balance threshold be established. Many factors should be considered to determine an appropriate level of fund balance. While careful consideration must be taken to not seem excessive, there does need to be financial flexibility available in response to the following purposes:

- Adjust to a major taxpayer closing its doors or leaving the City of Boyne City's taxing jurisdiction. Our top taxpaying business in Boyne City paid \$96,534 which is 3 1/2 % of the total of general operating taxes levied in 2011.
- Respond to unanticipated infrastructure emergencies including natural disasters.
- Operate a minimum of three months in the event of a crisis.
- Respond to cuts in State revenue sharing
- The current uncertainty of Personal Property tax status
- Cushion impacts of multi-year deficits. Further decreases in taxable values, state shared revenues, unfunded mandates, increasing inflation, capital projects, GASB rule changes. Several of these could impact the City in any given year. A large enough fund balance will provide cushion to ride these factors out, rather than increase taxes or cut services.

- Grant opportunities requiring a City Match – we have had this benefit several times in the recent past and have been able to be able to receive numerous CDBG, MEDC, and MDOT grants.
- Be seen as credit-worthy by rating agencies.

Considering the above factors, and after our discussions, I am recommending 25% of the annually budgeted General Fund expenditures be the minimum General Fund Balance target. This level could provide for three months of operating expenses in the event of an emergency and also provide the time to make necessary expense adjustments or increase rates and charges for specific services.

The undesignated fund balance (unassigned) for the General Fund at FYE 2011 was \$1,448,522 which is 48% of the General Fund expenditures. Additionally, \$158,962 is reserved for Post Employment Benefits.

Ken Talsma of our auditing firm of Anderson Tackman and Associates has reviewed the attached proposed policy and has approved its language.

Recommendation:

I recommend that the City Commission approve the City of Boyne City GASB 54 Fund Balance Policy as presented with a specified minimum target for the General Fund Unassigned Fund Balance and authorize the City Manager and Clerk / Treasurer to execute and implement this document beginning with the FYE 2012 Annual City of Boyne Financial Statement

City of Boyne City

Fund Balance Policy

BACKGROUND:

This policy is established by the City of Boyne City City Commission recognizing a need to establish a fund balance / retained earnings policy, specific to the needs of the funds of the City of Boyne City. The policy is to insure against unanticipated events that would adversely affect the financial condition of the City of Boyne City and jeopardize the continuation of necessary public services. This policy will ensure the City of Boyne City maintains adequate fund balance / retained earnings and reserves in the City of Boyne City's governmental and proprietary funds to provide the capacity to: (1) provide sufficient cash flow for daily financial needs, (2) secure and maintain investment grade bond ratings, (3) offset significant economic downturns or revenue shortfalls, and (4) provide funds for unforeseen expenditures related to emergencies.

DEFINITIONS:

Fund Balance – The cumulative difference of all revenues and expenditures. Where the term Fund Balance is utilized, the term Retained Earnings may be substituted for proprietary funds.

Non-spendable Fund Balance – represents those resources which cannot be used to liquidate current liabilities because the related assets are either not in spendable form or because the related assets are required to be maintained intact.

Restricted Fund Balance – includes amounts that are restricted to use by externally imposed requirements or enabling legislation.

Committed Fund Balance – Includes amounts that can be used only for the specific purposes determined by a formal action by majority vote of the City Commission. Fund balance may be established in a formula with percentages in lieu of amounts.

Assigned Fund Balance – Includes amounts that are intended to be used for specific purposes, but do not meet the stricter definitions of restricted or committed. Funds in this category shall be so assigned by the City Commission or City Manager. Assigned fund balance also includes any residual amounts in governmental funds other than the general fund.

Unassigned Fund Balance – For all governmental funds, any amounts, not classified as stated above.

Because Non-spendable and Restricted fund balances are not available for spending due to the external enforceable conditions this fund balance policy is focused on the fund balances classified as Committed, Assigned and Unassigned.

Financial flexibility, provided by adequate fund balance, is needed to cushion the impact of unanticipated emergencies and revenue shortfalls. These include loss of major taxpayers, loss of state revenue sharing, infrastructure emergencies and other economic distresses that serve to impair the City of Boyne City's ability to deliver essential community services. Without this

cushion taxpayers would be subject to millage increases, cuts in services, and/or deferred investment in and maintenance of infrastructure.

FUND BALANCE GOALS:

General Fund - The City of Boyne City's General Fund balance goals are to insure that adequate funds are maintained to provide for current and long term fiscal needs. The General Fund seeks to maintain an unassigned fund balance range 25% (twenty-five) percent of the adopted General Appropriation Expenditures including budgeted transfers out. For purposes of this calculation, the expenditures shall be the budget as originally adopted for the fiscal year. This threshold shall be the budget as originally adopted for the fiscal year. The intended use of resources will be determined through the budgeting process.

Special Revenue Funds – Special Revenue funds are created to account for the proceeds of specific revenue sources that are legally restricted to expenditure for specified purposes. By virtue of enactment of this policy, no specific level of funds balance is created. Fund balance shall be categorized as restricted, committed, or assigned as determined from time to time based on operational needs of the individual funds.

Debt Service Funds – Debt service funds are typically subjected to the creation of very specific restricted amounts as part of the ordinance or resolution which authorizes the issuance of the bonds. By virtue of enactment of this policy, no specific level of funds balance is created. Fund balance shall be categorized as restricted.

Capital Project Funds – Capital project funds are created to account for resources designated to construct or acquire general fixed assets and major improvements. These projects may extend beyond a single fiscal year. By virtue of enactment of this policy, no specific level of fund balance is created. Fund balance shall be categorized as restricted, committed, or assigned as determined from time to time based on the needs of the individual projects within the funds.

Enterprise Funds – Enterprise funds report the same functions as business type activities and are made up of the Water Fund and Wastewater Fund. By virtue of enactment of this policy, no specific fund balance level is created. Established fund balance shall be classified as restricted, committed, or assigned.

Internal Service Funds – Internal Service funds account for various internal service functions. Some of the funds off-set liabilities while others provide services that are self funded. Due to the scope and nature of internal service funds, established thresholds are not recommended. By virtue of enactment of this policy, no specific level of fund balance is created. Fund balance shall be classified as restricted, committed, or assigned. At any time when it is projected the fund will be in deficit, the City Commission shall be required to either increase the rates charged or reduce expenses of both.

MISCELLANEOUS:

Spending Fund Balance: In instances where multiple classifications of fund balances are available, the City of Boyne City will prioritize the spending of restricted resources first, then committed, then assigned, and finally, unassigned.

ANNUAL REVIEW:

Compliance with the provisions of this policy shall be reviewed annually as part of the annual budget adoption process.

CITY OF BOYNE CITY**To:** Michael Cain, City Manager *Mc***From:** Cindy Grice, City Clerk / Treasurer *CG***Date:** February 17, 2012**Subject:** Adoption of Revised Policy for Automated Clearing House Arrangements and Electronic Transactions of Funds and Use Of Paypal**BACKGROUND**

Public Act 738 of 2002 effective December 30, 2002 states that local units of government not be a party to an ACH arrangement unless the governing body of the local unit has adopted a resolution to authorize electronic transactions and that the treasurer of the local unit has presented a written ACH policy to the governing body. On July 8, 2003, the City of Boyne City adopted an ACH and Electronic Transfer of Funds policy and an authorizing resolution to do so.

DISCUSSION

After consideration, the Boyne Thunder Committee felt it would be an advantage to their event to have a means of paying for their registration fees other than by providing us their credit card number, or sending a check. I have included a memo from Hugh Conklin regarding the discussion and request. Paypal is the most logical and convenient solution, can be placed on the Boyne Thunder website and provides more security for all involved. Paypal charges a transaction fee of 2 ½% which is comparable to that charged for current credit card usage, and is a cost that shall be passed on to the Boyne Thunder event, or any event in the future we may use Paypal for. I have attached a proposed revised policy for Electronic Transactions of Funds to include the use of Paypal for the Commission's consideration. Communications with our Auditors suggested we change the current ACH policy to reflect the addition of Paypal.

RECOMMENDATION

I am recommending the City Commission adopt the revised Policy for Automated Clearing House Arrangements and Electronic Transactions of Funds to include the use of Paypal.



Date: February 20, 2012
To: Cindy Grice, City Clerk/Treasurer
From: Hugh Conklin, Program Manager
Re: Boyne Thunder 2012

CS
Mc

Background

The Boyne Thunder Organizing Committee is updating its website and registration process to make it more user friendly and efficient and to make the event better for participants and volunteers. To do that, the committee is asking for the approval of the City, since all revenues from the event are deposited in the city's account, to use PayPal, the online payment service.

Discussion

The focus of the committee this year to improve the registration process, particularly the way participants receive slip assignments and pay their entry fees. The committee is working with a local web design company to upgrade the Boyne Thunder website to accomplish these two goals. The new site will allow each participant to pick their slip and pay for their entry by using Paypal, which will allow payments to be handled more efficiently and securely.

It is the organizing committee's hope that this new registration and payment process will encourage participants to register earlier, make the planning process less hectic in the weeks and days prior to the event, and help the event run more efficiently.

Boyne Thunder Poker Run returns to Boyne City the second weekend of July. The event begins Friday, July 13, with a late-afternoon reception, an auction, and boat and car show downtown during Stroll the Streets. Highlighting Saturday's events is the Poker Run. Other activities include the Lake Charlevoix Cruise and a reception and dinner Saturday evening.

The Boyne Thunder Committee is under the direction of the Main Street Board. In its eight years, Boyne Thunder has been a successful event for Camp Quality and the community of Boyne City. The event has raised more than \$220,000 for Camp Quality and more than \$70,000 for the Main Street Program.

Policy for Automated Clearing House (ACH) Arrangements / Electronic Transactions of Funds And Receipt of Funds Electronically from Paypal

Deleted/ am

The following policy shall govern the use of electronic transactions and ACH arrangement for the City of Boyne City.

1. Definitions

"Automated Clearing House" or "ACH" means a national and governmental organization that has authority to process electronic payments, including, but not limited to the national automated clearing house association and the Federal Reserve System.

An "ACH arrangement" means the agreement between the originator of the ACH transaction and the receiver of an ACH transaction.

An "ACH transaction" means an electronic payment, debit, or credit transfer processed through an automated clearing house.

A "Paypal transaction" means an electronic payment through Paypal which is an e-commerce business allowing payments and money transfers to be made through the Internet. Online money transfers serve as electronic alternatives to paying with traditional paper methods, such as checks and money orders.

An "ACH policy" means the procedures and internal control as determined under this written policy developed and adopted by the city treasurer.

2. Authority to Enter into ACH Arrangements and Electronic Transfers of Public Funds.

The city treasurer may enter into an ACH arrangement as provided by Public Act 738 of 2002, effective December 30, 2002. Further, the City of Boyne City may enter into an agreement with Paypal to collect funds electronically for the City of Boyne City.

The City of Boyne City shall not be a party to an ACH / Paypal arrangement unless the City of Boyne City Commission has adopted a resolution to authorize electronic transactions and the City of Boyne City Treasurer has presented a written ACH / Paypal policy to the city commission.

An ACH / Paypal arrangement under PA 738 of 2002 is not subject to the Revised Municipal Finance Act, Public Act 34 of 2001 (MCL 141.2101, et seq.) or to provisions of the law of charter concerning the issuance of debt by a local unit.

3. Responsibility for ACH / Paypal Agreements.

The City of Boyne City Treasurer or Deputy Treasurer is responsible for the City of Boyne City's ACH / Paypal agreements, including payment approval, accounting, reporting, and generally for overseeing compliance with the ACH / Paypal policy.

The treasurer shall submit to the City Manager documentation detailing the goods or services purchased, the cost of the goods or services, the date of the payment, and the department levels serviced by each payment of public funds made by electronic transfer. This report may be contained in the city's electronic ledger software system or in a separate report to the City Manager.

4. Internal Accounting Controls to Monitor Use of ACH / Paypal Transactions Made by the City.

The following system of internal accounting controls will be used to monitor the use of ACH / Paypal transactions made by the City of Boyne City.

- A) The treasurer shall prepare and maintain a list of vendors, which are authorized by the City Commission, to be paid by ACH transactions. The Treasurer will update this list when any new ACH agreements are entered into and provide an updated list to both the City Manager

and the City Commission. The treasurer shall also maintain a list of individuals who also made payments to the City of Boyne City via Paypal.

- B) ACH invoices less than \$500 will not require a purchase order. ACH invoice greater than \$500 will require a purchase order from the City Treasurer. The City Treasurer will then verify that the amount is a budgeted item and the allowable amount is available within the budget. If the item is a non-budgeted item, the purchase order must be approved by the City Manager. Items in excess of \$3,000, or items not budgeted for, must be presented to the City Commission for approval before the item can be ordered.
- C) Upon receipt of an ACH invoice, the invoice will be matched with a purchase order if applicable, and will be filed alphabetically in the ACH open invoice file. In the event the ACH invoice cannot be matched with a purchase order, the Treasurer will call the department head to review the invoice to ensure it is a valid invoice.
- D) The ACH invoices will be processed on an as needed basis by either the City Treasurer or the Deputy City Treasurer. The City Deputy Treasurer will code the invoice based on the purchase order or knowledge of the purchase. Before inputting the ACH invoice, the invoices will be given to the City Treasurer and the City Manager for final review and approval.
- E) Once reviewed and approved, either the City Treasurer or Deputy City Treasurer will create the ACH transaction within the Payroll or Accounts Payable modules of the Fundware Software System. The Payroll or Accounts Payable module will assign a system number for this transaction and also code the transaction as an EFT.
- F) After the ACH transaction is entered into the Payroll or Accounts Payable module, the City Treasurer or the Deputy City Treasurer, will access the appropriate bank website and process the ACH transaction, and will print off a copy of the transaction once it is complete and attach it to the invoice, verifying payment of the invoice or payroll. Other vendors have established other websites for electronic transfers and the same process will occur.
- G) Payroll taxes are also paid electronically by using the EFTPS payroll system established with the IRS. After the payroll is calculated, the City Treasurer or Deputy City Treasurer will, via telephone, electronically submit the Federal Withholding, Social Security and Medicare taxes using designated PIN numbers to the Electronic Federal Tax Payment System.
- H) Receipts from Paypal will be verified via access to the appropriate bank website by the Deputy Treasurer, the receipt will be verified by the Treasurer and appropriate department head before final review and approval. The receipt will then be posted to the appropriate general ledger revenue account.
- I) Financial reports including a cash status report and a department expense report will be presented to the City Commission for approval, which will include the ACH / Paypal transactions. The City Manager will sign the check register, which will include the ACH / Paypal transactions denoted by EFT, after obtaining approval from the City Commission.

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July 8, 2003: Adopted by Boyne City Commission

February 28, 2012: Revised Policy presented to City Commission

clerk/policies/automated clearing house



Boyne City

MAIN STREET

112 S. Park Street, Suite F
 Boyne City, MI 49712
 Tel: 231-582-9009
 Fax: 231-582-9009
 mainstreet@boynecity.com

Date: February 24, 2012

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

From: Hugh Conklin, Program Manager and
 Linn Williams, Irish Heritage Fest event
 coordinator

Re: Boyne City Irish Fest Week

Background

Boyne City was settled by our Irish ancestors over 150 years ago. In recognition and in celebration of that, Boyne City's "Irish Heritage Fest" was begun five years ago. It was an evening of Irish music and song, storytelling, Irish step-dancing, and a fine dinner of Irish food and beverages. It was and continues to be a true family-oriented community event, reminding us of our connection to our Irish past.

Discussion

The tradition was continued for three years until, last year, the event was extended to an eight-day celebration. In addition to the dinner event, it included two Celtic music sessions, a four-day Irish film festival, a lecture-discussion on Irish history and culture, a dance workshop teaching Irish step-dancing and Ceilidh dancing, and a genealogy workshop where local citizens could come explore their genealogical roots in the "olde country."

In its fifth year in 2012, the tradition continues for the week of March 11-18, with a full schedule of activities related to Boyne City's Irish roots.

Recommendation

In recognition of that tradition, it is requested the Boyne City Commission officially declare the week of March 11-18, 2012 to be "Boyne City Irish Heritage Week," to be so noted and reflected in the minutes of this meeting, and in other means deemed appropriate to the purpose of the theme.

Boyne City Irish Heritage Week

Sunday, March 11

Celtic Music Session FREE!

Featuring John Richey

Boyne District Library Community Room, 1-3 pm

Monday, March 12

Irish Film Fest FREE!

"The Quiet Man" - John Wayne, Maureen O'Hara

Boyne District Library community room, 7-9 pm

Tuesday, March 13

Lecture / Discussion FREE!

"From the Battle of the Boyne to the 20th Century"

Dr. George Colburn, PhD British History

Boyne District Library community room, 6:30 pm

Irish Film Fest FREE!

"The Secret of Roan Inish" - Jeni Courtney, Mick Lally

Boyne District Library community room, 7:30 pm

Thursday, March 15

Business After Hours FREE!

Lynda's Real Estate, 5:30-7:30 pm

Friday, March 16

Irish Food and Drink

Sean and Patrick Ryan and Celtic music

Café Santé, 8-11 pm

Saturday, March 17

Children's Movie FREE!

???????

Boyne District Library community room, 11 am

Genealogy Workshop FREE!

Trace your family lineage in the "Olde Country"

Guest Genealogist, Charlevoix County Genealogy Society

Boyne District Library community room, 1-3 pm

Irish Food and Drink

Sean and Patrick Ryan and Celtic music

Café Santé, 5:30-9 pm

Sunday, March 18

Celtic Music Session FREE!

Featuring John Richey and Gaeyle Gemie

Freshwater Gallery, 1-3 pm

5th Annual Irish Heritage Dinner

Saturday, March 17
Eagles Community Room

5-7:30 pm (Dinner served at 5:30)

- * 5-course traditional Irish feast
- * Irish step dancers
- * Celtic music and song featuring John Richey and Jim Gillespie
- * Group sing-a-long, a guest musician or two, and perhaps a leprechaun!

\$15 adults through Wed, March 14,
then \$20 after that date
\$8 kids 6-12, under 6 free

TICKETS AVAILABLE AT:

The Chamber, the Eagles, Local Flavours,
Country Now & Then/US the Lazy Irish



MEMORANDUM

TO: MICHAEL CAIN; CITY MANAGER *Mc*
FROM: ANDREW KOVOLSKI; PUBLIC WORKS SUPERINTENDENT *AK*

DATE: 2/23/12

RE: UTILITY COSTS

As we look at ways to reduce and control operating costs we were made aware of a company known as Michigan 4 Energy. This company is a seller of Natural Gas on the bulk market. Their representative, Brad Glassen, met with us to show how his company could help us save money on our Natural Gas bills. Attached to this memorandum you will find the materials he left with us to review. They do this by switching the supplier of our natural gas to Integrys Energy Services from DTE Energy. We are currently paying \$0.575 per CCF (hundred cubic feet) for just the gas portion of our bill. Integrys will sell the gas to us for \$0.325 per CCF or a savings of \$0.25 per CCF. The distribution, billing and service side of the gas service will still be handled by DTE Energy.

Many other local municipalities have switched to this service and have reported a definite cost savings and no issues with the company. Charlevoix County changed to this service last year. I spoke with the County's Maintenance Director Frank Schaler regarding this matter and he is extremely happy with the results.

Attached to this memorandum you will find the contract from Integrys Energy Services for your review. You will note that this contract carries a six month initial term after which it becomes a month to month contract.

RECOMENDATION:

It is my recommendation that the City Commission approve the contract with Integrys Energy Services to supply Natural Gas for all City Facilities; and authorize the City Manager to sign the required documents.

OTHER OPTIONS:

1. Deny the request.
2. Refer back to staff for further review
3. Any other options the Commission feels are appropriate

Large Commercial Gas Customer Choice Contract - (version #513LCMIWR6602-2012)

Integritys Energy Services – Natural Gas, LLC. (“Seller”) and Account Holder or legally authorized person (“Buyer” or “you”) (individually referred to as “Party” and collectively as “Parties”) agree to the following terms and conditions (“Contract”), as of the date signed by Buyer (the “Effective Date”):

1. **Term:** This Contract shall become binding on the Effective Date, however, the obligation of Seller to sell and Buyer to purchase natural gas is contingent upon: (a) successful enrollment by the utility identified on the Enrollment Form (the “Utility”) and (c) if applicable, the availability of the Specific Price selected on the Enrollment Form. Successful enrollment by the Utility is dependent upon (i) the eligibility of Buyer as determined by the Utility including, but not limited to, past payment history, price availability based on the active rates provided by Seller to the Utility and historical annual usage, and (ii) the accuracy and completeness of the information submitted on the Enrollment Form. Service shall not commence until the first meter read date for which the Utility confirms enrollment with Seller and shall remain in effect through the end of the Initial Term identified on the Enrollment Form, unless terminated pursuant to the terms of this Contract.

2. **Renewal:** After the Initial Term, service shall continue on a billing cycle-to-billing cycle basis, cancelable at anytime without penalty, subject to the Utility’s processes and practices, at a monthly variable rate determined by Seller. If Buyer has chosen a Rate with a Specific Price, at least sixty (60) days prior to the end of the Initial Term, Seller shall provide Buyer notice of the change to a monthly variable rate determined by Seller.

3. **Seller’s and Utility’s Role:** Seller agrees to sell to Buyer and deliver to the Utility, and Buyer agrees to purchase from Seller and receive from the Utility. Buyer’s full requirements of natural gas for the accounts listed on the Enrollment Form (“Accounts”). The Utility will deliver the natural gas to the Accounts and shall invoice and collect Seller’s charges. The Utility’s billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility’s right to assess late payment fees. The Utility or Seller may terminate your service under this Contract for non-payment. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Buyer should contact the Utility in the event of a natural gas emergency.

4. **Rate:** For the Initial Term Buyer shall pay in accordance with the Rate Plan below. ‘Market Price’ when used in this section means the Henry Hub natural gas futures contract price for the relevant period (as published by the New York Mercantile Exchange “NYMEX”).

RATE PLAN

DESCRIPTION

Six Month Fixed/Six Month Variable^{1,2}

From April 1st through September 30th the natural gas supply price will remain fixed as indicated on the Enrollment Form. From October 1st through March 31st the natural gas supply price will vary monthly based upon the Market Price as determined upon the settlement price of the natural gas futures contract as traded at the NYMEX on the 18th day of the month prior to delivery of the applicable futures contract plus Basis plus a maximum adder not to exceed \$1.30. “Basis” means the Michigan Consolidated Gas Company’s (“MichCon”) natural gas basis swap futures settlement for the 18th day of the month prior to delivery of the applicable futures contract. If the 18th does not fall on a business day, then the settlement price (for both Market Price and Basis) on the first preceding business day shall be used. As an example for illustrative purposes only, if the NYMEX settles at \$5.00 per Mcf, the Basis price settles at \$.17 per Mcf, and the maximum adder is \$1.30 per Mcf your price would be \$6.47 per Mcf. Prices will be converted to Ccf for MichCon customers, meaning the \$6.47 per Mcf would be converted to \$0.647 per Ccf. Buyer and Seller may mutually agree to convert to a fixed price for the months of October 1st through March 31st and may extend such fixed price beyond March 31st. Such conversion to a fixed price shall be effected by an addendum or amendment to this Contract executed by both Parties.

¹**Specific Price:** Rate Plans marked with a ¹ indicate plans for which Buyer may indicate a Specific Price on the

Enrollment Form. A Specific Price may not be available to Buyer if (i) Buyer is a current customer on a Rate Plan other than the Monthly Variable Rate, (ii) the Market Price defined above has increased, or (iii) there is an error on the Enrollment Form because the Specific Price (a) applies to a different Term, (b) is not available to Buyer based on Buyer's forecasted use, or (c) it was never available from Seller for the Term set forth on the Enrollment Form. If a Specific Price selection is not available, this Contract is void and Seller will inform Buyer and provide Buyer with the opportunity to enroll under the terms of then-available Rate Plans. For a Specific Price to be available, it must be a valid and current Specific Price as determined by Seller in its sole discretion.

2 Other Charges: The prices under all Rate Plans include all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, buty factor and distribution fuel. If the pass-through charges from the Utility increase or if new charges are approved by a governmental agency with jurisdiction and passed through, existing tariff charges are administered differently and the pass-through charges from the Utility increase, Buyer's price will increase accordingly. The Rate Plans do not include Taxes (as defined in Section 5) or Utility distribution charges.

3. Taxes: Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Contract.

4. Termination; Remedies:

(a) This Contract will automatically terminate or Buyer may terminate the Contract without penalty if (i) the requested service location is not served by the Utility or (ii) Buyer moves outside the Utility service area or to an area not served by Seller.

(b) This Contract will terminate upon written notice, but without penalty to Buyer if, (i) the Choice program is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes, an excused failure to deliver natural gas under the terms of this Contract.

(c) Buyer may terminate service with Seller to any or all account(s) at any time, provided however, an "Early Termination" shall occur (i) with respect to the Contract and all accounts if Buyer selects a different price or Rate Plan after the Rescission Period but prior to the end of the Initial Term or any renewal term, or for any other reason other than those listed in (a) and (b) above, or (ii) with respect to the Contract and all accounts if Seller terminates this Contract due to Buyer's default, which includes a failure to pay or (iii) with respect to the affected accounts only if there is an unexcused failure of Buyer to receive natural gas under the terms of this Contract. If an Early Termination occurs, Buyer shall pay an Early Termination fee with respect to the affected accounts as described in the table below. The Early Termination fee will be applied to each account listed on the Enrollment Form and/or Attachment A separately at the account level.

Estimated annual usage of the affected account individually in Mcf (as provided to Seller by Utility at enrollment)	Early Termination fee for each affected account if greater than or equal to 12 months remain in the Initial Term and Buyer is on a Rate with a Specific Price	Early Termination fee for each affected account if greater than or equal to 6 months but less than 12 months remain in the Initial Term and Buyer is on a Rate with a Specific Price	Early Termination fee for each affected account if 0 months to less than 6 months remain in the Initial Term and Buyer is on a Rate with a Specific Price	Early Termination fee for each affected account if Buyer in the Sixth Month Variable Portion of the Six Month Fixed/Six Month Variable Rate
500-1000	\$500	\$325	\$160	\$0
1000-2500	\$1000	\$650	\$260	\$0
2500-5000	\$2000	\$1300	\$640	\$0
5000-10000	\$4000	\$2600	\$1280	\$0

Buyer agrees to pay Seller the Early Termination fee(s) within ten (10) calendar days of the invoice date to the payment address noted on the invoice, or as otherwise agreed upon by Buyer and Seller.

Waiver: IF BUYER HAS CHOSEN A RATE PLAN WITH A SPECIFIC PRICE, BUYER HEREBY AGREES TO WAIVE ITS 14 DAY UNCONDITIONAL RIGHT TO CANCEL THIS CONTRACT.

6. Limitations: ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS CONTRACT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

7. Switching: Switching fees may be charged by the Utility when service is established with Seller, but Buyer will not be charged a separate switching fee by Seller. If Buyer returns to the Utility, Buyer must remain with the utility for twelve (12) months.

8. Force Majeure: Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if such failure was caused by any event beyond the reasonable control of the non-performing party, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, interruption of utility service, terrorist acts or wars, force majeure events of the Utility. Seller may return Buyer to Utility service upon notification of a Force Majeure event preventing performance.

9. Questions, Complaints and Concerns: Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at 1-800-544-9551, by visiting www.integrysenergy.com; or (ii) by writing us at 2211 Old Earhart Rd, Suite 75, Ann Arbor, MI 48105. Seller will attempt to resolve all customer complaints in a timely manner. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the Michigan Public Service Commission ("MPSC") for assistance at 800-292-9555 from 8:30am to 4:30pm weekdays or visit the MPSC website at www.michigan.gov/mpsc or as otherwise specified by MPSC.

10. Miscellaneous: This Contract shall be governed by and construed in accordance with the laws of the State of Michigan. This Contract may be assigned by Seller to any third party who is a MPSC-approved supplier of the program offered by the Utility. Customer may assign this Contract with Seller's written consent and Utility approval of the assignee as a participant in the program. This Contract (including the Enrollment Form and if indicated by Buyer, Attachment 1) constitutes the entire agreement between the Parties, superseding all verbal and written understandings. This Contract shall only be amended in a writing signed by both Parties and with notice from Seller for a renewal term as described under Section 2 of this Contract. The undersigned warrants that he or she is authorized to enter into this Contract on behalf of Buyer.

11. I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to Integrys Energy Services - Natural Gas, LLC. I understand that gas purchased for this commercial account by Integrys Energy Services - Natural Gas, LLC. will be delivered through the Utility's delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 14-days after today to cancel this contract for any reason through written or verbal notification to Integrys Energy Services - Natural Gas, LLC. I may waive this right of cancellation by affirmatively agreeing to this waiver on the contract. If you terminated your contract today, and if the unconditional cancellation period did not apply, based on your historical usage, a good faith estimate of your termination fee would be as described in Section 6. This termination fee is subject to change as your usage of gas fluctuates.

ENROLLMENT FORM

This Enrollment Form forms a part of and is attached to the Large Commercial Gas Customer Choice Contract.

Buyer's Name: City of Boyne City

Service Address: 1261 Lagoon Drive

Initial Term Rate Plan:

Six Month Fixed/Six Month Variable

Specific Price:

\$ 0.325 per MCF for April 1st through September 30th.

City, State, Zip: Boyne City, MI 49712

Billing Address if different from Service Address:

319 N Lake St, Boyne City, MI 49712

Phone Number: 231-582-6597

By checking this box, I request the Specific Price above that corresponds with my selected Rate Plan and understand that it may not be available to me. If that happens I will be informed that my enrollment is not successful. To increase the likelihood of a Specific Price being available, **I am waiving my 14 day unconditional right to cancellation of this Contract pursuant to Section 7 by initialing this line**.

Utility: DTE/MichCon

Initial Term: Start of service estimated to be your meter read in 3/1/12 through the last meter read date for the billing month of 3/1/14.

Utility Account Number: 457355800170

Utility Meter Number: 040827215

MULTIPLE ACCOUNT INFORMATION

Account Number and Meter Number	Service Address	Billing Address (if different from Service)
2		
3		
4		

By checking this box, Buyer supplements the Accounts identified above with those listed on Attachment I.

IN WITNESS WHEREOF, Buyer has duly executed this Contract on the date set forth below. By completing and signing below, Buyer requests to change its natural gas supplier to Integrys Energy Services – Natural Gas, LLC. I, Buyer, have read and agree to the terms and conditions (version #513LCMIWR602-2012)

Seller: Integrys Energy Services – Natural Gas, LLC.*

Integrys Energy Services – Natural Gas, LLC. agrees to be bound to the terms of this printed form with the pre-printed name above constituting its signature, provided the form is altered only with respect to completing the Buyer information in the spaces above and the signature box to the right and submitted by a current agent of Integrys Energy Services – Natural Gas, LLC. Any marks that modify the terms of this printed form shall render the Contract void.

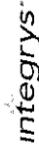
Buyer: _____

Name: _____

Title: _____

Date: _____

FOR CURRENT AGENT USE ONLY: Initials of current agent: QE/BG



Attachment 1 to the Large Commercial Gas Customer Choice Contract

Version #

LDC Account	Meter Number	Service Address	Billing Address
457355800014	715342115	319 N Lake St OFC	319 N Lake St Boyne City MI 49712
457355800014	874563315	319 N Lake St OFC	319 N Lake St Boyne City MI 49712
457355800204	111384215	210 E Division St	319 N Lake St Boyne City MI 49712
457355800089	702510314	649 State St	319 N Lake St Boyne City MI 49712
457355800048	754223615	100 N Lake St Apt A	319 N Lake St Boyne City MI 49712
457355800121	961963715	317 N Lake St	319 N Lake St Boyne City MI 49712
457355800030	875574614	1129 Wilson Rd	319 N Lake St Boyne City MI 49712
457355800147		312 N Lake St	319 N Lake St Boyne City MI 49712
457355800055	886228214	1230 Prospect St	319 N Lake St Boyne City MI 49712
457355800105	903771015	1150 Division St	319 N Lake St Boyne City MI 49712

Buyer supplements the Large Commercial Gas Customer Choice Contract (the "Agreement") with the Accounts listed above. By signing below, Buyer requests to change its natural gas supplier to IntegrYS Energy Services, Nat Gas, LLC. I, Buyer, have read and agree to the terms and conditions referenced above.

Buyer: _____ Date Signed: _____
Name: _____ Title: _____
Original Account Number from Agreement: 457355800170

CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*
From: Cindy Grice, City Clerk/Treasurer *cg*
Date: February 24, 2012
Subject: Title VI Policy



In 2011, we received notice from the State of Michigan Department of Transportation requiring us to have a Title VI Non-Discriminatory plan in place. Title VI of the Civil Rights Act of 1964, Civil Rights Restoration Act of 1987 state that "no person in the United States shall on the grounds of race, color, or national origin, sex, age, disability, or socio-economic status, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program or activity receiving Federal financial assistance", along with further assurance that compliance was required by all federal-aid recipients and sub-recipients whether their programs or activities are federally funded or not. Executive Orders #12898 and 13166 were later enacted to ensure non-discrimination against low-income and minority populations along with persons who have limited ability to speak, write or understand English. The Title VI plan needs to address these Executive orders or Environmental Justice and Limited English Proficiency, along with methods and procedures to include non-discrimination.

A Title VI Non-Discriminatory Plan is required prior to receiving federal financial assistance. If we have ever entered into a contract with MDOT for federal highway funds or have received assistance from the Federal Highway Administration in relationship to an MDOT project, we must have this plan.

The City of Boyne City currently has Affirmative Action and Equal Opportunity Policies in place.

Attached is a draft Title VI Non-Discriminatory plan that addresses all of the requirements. This plan has been extensively reviewed by staff at MDOT and meets their necessary requirements. Once this plan is adopted, all necessary training, contract language inclusion and necessary posting of such document will be initiated.

At this time, I am not requesting adoption of the plan. Since it is quite lengthy, I feel more time is necessary for review. I would hope to bring this plan back to the City Commission at their March 13, 2012 meeting for adoption.

**CITY OF BOYNE CITY
TITLE VI
NON – DISCRIMINATION
PLAN**

City of Boyne City
319 N. Lake St.
Boyne City, MI 49712
(231) 582-6597

**CITY OF BOYNE CITY
TITLE VI NON – DISCRIMINATION
POLICY STATEMENT**

The City of Boyne City assures that no person shall, on the grounds of race, color, or national origin as provided by Title VI of the Civil Rights Act of 1964, be excluded from or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The Federal-aid Highway Act prohibits discrimination based on sex. The City of Boyne City further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not, pursuant to the Civil Rights Restoration Act of 1987.

The City of Boyne City will include Title VI language in all written agreements and bid notices and will monitor for compliance.

The City Manager of the City of Boyne City will be responsible for implementing and monitoring Title VI activities, accepting and processing complaints, and all other responsibilities as required under Title VI.

Title VI Coordinator:

Michael Cain, City Manager
City of Boyne City
319 N. Lake St.
Boyne City, MI 49712
(231) 582-6597 (telephone)
(231) 582-6506 (fax)
Email: mcain@boynecity.com

Michael Cain, City Manager

Date

Ron Grunch, Mayor

Date

This policy was adopted at a regular City Commission meeting held on _____, 2012.

TITLE VI AUTHORITIES

Title VI of the Civil Rights Act of 1964 and related statutes provide that no person in the United States shall, on the grounds of race, color, national origin, disability or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance (23 CFR 200.9 and 49 CFR 21).

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs and activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 {S.557} March 22, 1988).

COORDINATOR RESPONSIBILITIES

The City Manager is responsible for ensuring the implementation and the day to day administration of the City of Boyne City’s Title VI Plan. The City Manager is also responsible for implementing, monitoring, and ensuring the City’s compliance with the Title VI regulations.

GENERAL RESPONSIBILITIES

A. Public Dissemination

The City of Boyne City will disseminate Title VI Program information to City employees, sub-recipients, and contractors, as well as the general public. Public dissemination will include posting of public statements, inclusion of Title VI language in contracts, and announcements of hearings, and meetings in minority newspapers when determined necessary and funding is available.

B. Prevention of Discrimination

Procedures will be implemented to detect and eliminate discrimination when found to exist, including, but not limited to, issues of accessibility of training to all qualified City employees, utilization of Minority/Women/Disadvantaged Business Enterprises (DBE) contractors, public involvement and material acquisition.

C. Annual Reporting Form

An annual report will be required by August 1 of each year. The City Manager will be responsible for coordination, compilation, and submission of this information and provide the data to the Michigan Department of Transportation, Office of Civil Rights Programs and Federal Highway Administration via the Sub-Recipient Annual Certification Form (MDOT form #0179) by September 1st.

D. Title VI Plan Updates

If updated, a copy of Title VI Plan will be submitted by October 1 to the Michigan Department of Transportation.

E. Remedial Action

The City of Boyne City will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance through a program review with the program administrative requirements. If irregularities occur in the administration of the programs operation, procedures will be promptly implemented to resolve Title VI issues and reduce to writing remedial action agreed to be necessary, all within a period not to exceed 90 days.

MDOT will be notified of any complaint filed at the City of Boyne City involving Title VI issues, as well as any resolution.

ENVIRONMENTAL JUSTICE CONSIDERATIONS:

Environmental Justice is a federal directive, Executive Order 12898 enacted in 1994 requiring all federal programs to identify and address, as appropriate, disproportionately high and adverse human health or environmental effects as the result of its programs, policies and activities on minority populations and low income populations. Populations which require special consideration include historically under-represented populations like African Americans, Asian Americans, Native Americans, or Hispanic Americans, the elderly and low-income households.

In addition to the general Environmental Justice mandate, the US DOT published its own Order (5610.2) in the Federal Register on April 15, 1997 requiring the incorporation of Environmental Justice principles in all US DOT programs, policies and activities. The US DOT integrates the goals of the Executive Order through a process developed within the framework of existing requirements, primarily the National Environmental Policy Act of 1969 (NEPA), Title VI of the Civil Rights Act of 1964 (to ensure that no person is excluded from participation in, denied the benefits of, or is subjected to, discrimination).

Within Boyne City, efforts are undertaken to ensure that all municipal activities and investments that are implemented do not have disproportionately negative effects on minority populations and low-income populations. In addition, activities and investments must provide for an equitable distribution of benefits to the areas that are traditionally underrepresented in the planning process.

Despite the fact that more current poverty data is available from the US Department of Health and Human Services, the 2000 US Census was used in order to keep the poverty data in sync chronologically with the minority data. That means that Environmental Justice areas will not vary from year to year based on poverty.

COMMUNITY OUTREACH AND INVOLVEMENT

Title VI statements are posted in all City Facilities for public viewing; the City's Title VI plan is posted on the City's website at www.boynecity.com. Public hearings on all projects that involve State and/or Federal Financial Assistance are conducted and signs are placed in specific areas of anticipated construction projects notifying citizens of an impending project and inviting them to contact City Hall.

FILING A COMPLAINT

Applicability

The complaint procedures apply to the beneficiaries of the City of Boyne City's programs, activities, including but not limited to: the public, contractors, sub-contractors, consultants, employees and other sub-recipients of federal and state funds.

Eligibility

If any individual, group or individuals, or entity believes that they or any other program beneficiaries have been subjected to discrimination prohibited by Title VI nondiscrimination provision as a recipient of benefits and/or services, or on the grounds of race, color, national origin, sex, or disability they may exercise the right to file a complaint with The City of Boyne City. Every effort will be made to resolve complaints informally at the agency, recipient and/or contractor level.

Time Limitation on Filing Complaints

Title VI complaints may be filed with:

- City of Boyne City Title VI Coordinator
Michael Cain, City Manager
319 N. Lake St.
Boyne City, MI 49712
(231) 582-6597 (telephone)
(231) 582-6506 (fax)
Email: mcain@boynecity.com
- Michigan Department of Transportation
- Federal Highway Administration
- U.S. Department of Transportation

In all situations, City of Boyne City employees must contact the City Manager immediately upon receipt of Title VI or related statutes complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory they will have an additional 60 days to file their complaint after they became aware.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. Complaints may be mailed, faxed, or emailed. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination.

A Title VI complaint form is available at the City of Boyne City Clerk's office during normal business hours or on the city's website at www.boynecity.com.

INTERNAL COMPLAINT PROCESSING

This complaint procedure covers the following nondiscrimination laws and related directives, and statutes: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act (ADA) of 1990.

Complaints of discrimination may be filed by any person who believes that he or she has been excluded from participation in, been denied the benefits of, or has otherwise been subjected to discrimination under any program, service or activity receiving federal financial assistance on the basis of race, color, national origin, sex, age or disability, socio-economic status or geographical location.

Complaint Reporting

1. Any person who believes that he or she, individually, or as a coordinator of any specific group or class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, as amended, may file a complaint with the city. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Title VI coordinator for review and action.

Complaints should be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know the act was discriminatory within the 180 day period, you have 60 days after you became aware to file your complaint.

2. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the complainant in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled in the usual manner.
3. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as MDOT, FHWA and the USDOT.
4. The Title VI Coordinator will gather the following information for complaint processing and investigation:

- i. Names, addresses, and phone numbers of the complainants
 - ii. Names and addresses of alleged discriminating officials
 - iii. Basis of complaint (i.e., race, color, national origin, sex, age, disability.)
 - iv. Date of alleged discriminatory act(s)
 - v. Date of complaint received by the recipient
 - vi. A statement of the complaint
 - vii. Other agencies (state, local or federal) where the complaint has been filed.
 - viii. An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint
5. Within 60 days, the Title VI Coordinator will conduct and complete an investigation and based on the information obtained, will render a recommendation for action in a report of findings to MDOT. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report findings
6. Within 90 days of receipt of the complaint, the Title VI Coordinator will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with MDOT, FHWA or the USDOT, if they are dissatisfied with the final decision rendered by the City.

Investigations

A complaint may be filed against the recipient, contractor, sub-contractor, consultant, or supplier for illegal discrimination under Title VI and related statutes.

Complaints against the city will be investigated by the Michigan Department of Transportation, Federal Highway Administration, Federal Transit Authority or other federal agency having jurisdiction. Allegations of discrimination are taken very seriously and will be investigated in a timely manner. The Title VI Coordinator will gather relevant information in a fair and impartial manner and will submit the report to the appropriate federal agency. This report will include the nature of the complaint, remedy sought, and a summary of the investigative findings and activities.

The Title VI Coordinator in conjunction with the appropriate area will determine the appropriate course of action, and the Title VI Coordinator will prepare a Statement of Decision reflecting the city's final determination. The complainant and appropriate areas shall receive written notifications to the department's decision. If the finding is adverse to the complainant, they will be advised of their avenues for appeal.

Copies of Title VI complaints and investigative reports will be forwarded to MDOT, FHWA, FTA, or other federal agency having jurisdiction within 60 days of receipt and investigation of the complaint. Investigation files are confidential and will be maintained by the Title VI Coordinator. The contents of such files may be disclosed to city personnel on a need-to-know

basis and in accordance with state and federal law.

Retaliation

Retaliation against any individual or group for filing a complaint, acting as a witness, or participating in an investigation is illegal, and a subsequent investigation may arise out of a retaliation claim even though the original complaint may be without merit.

**CITY OF BOYNE CITY
TITLE VI ASSURANCES**

The City of Boyne City (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-f (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of the Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the City of Boyne City, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to the City of Boyne City:

1. That the Recipient agrees that each "program" and each "facility as defined in subsections 21.23(e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all of the City of Boyne City and, in adapted form in all proposals for negotiated agreements.

The City of Boyne City, in accordance with the Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in all contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the Clauses of Appendix B of this assurance, "as a covenant running with the land, in any deed from the United States effecting a transfer of

real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (1) for the subsequent transfer of real property acquired or improved under the City of Boyne City; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under The City of Boyne City.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the City of Boyne City and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the City of Boyne City. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED _____

The City of Boyne City, by: _____
(Signature of Authorized Official)

**CITY OF BOYNE CITY
TITLE VI COMPLAINT FORM**

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." If you feel you have been discriminated against in city services, please provide the following information in order to assist us in processing your complaint and send it to the City of Boyne City's Title VI Coordinator, Michael Cain, City Manager 319 N. Lake St. Boyne City, MI 49712 (231) 582-6597 or email: mcain@boynecity.com.

Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: (home) _____ (work) _____

Individual(s) discriminated against, if different than above (use additional pages if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: (home) _____ (work) _____

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of Individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Date(s) of alleged discrimination:

Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

_____ Race _____	_____ Religion _____
_____ Color _____	_____ National Origin _____
_____ Limited English Proficiency _____	_____ Age _____
_____ Sex _____	_____ Disability _____

Explain:

Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets if necessary and provide a copy of written material pertaining to your case).

Signature: _____ Date: _____

Note: *The City of Boyne City prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the City Manager if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

Appendix A

[To be inserted into every Federal-aid contract]

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 herewith 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 B [Transfer of Property]

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Michigan Department of Transportation, will accept title to the lands and maintain the project constructed thereon, in accordance with State of Michigan, the Regulations for the Administration of the State Transportation Program and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)*

TO HAVE AND TO HOLD said lands and interests therein unto the Michigan Department of Transportation, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Michigan Department of Transportation, its successors and assigns.

The Michigan Department of Transportation, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed [,] [and]* (2) that the Michigan Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute

property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Appendix C [Permits, Leases and Licenses]

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 6(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases, add, "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above non-discrimination covenants, the Michigan Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above non-discrimination covenants, the Michigan Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Michigan Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Michigan Department of Transportation pursuant to the provisions of Assurance 6(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, sex, disability or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or

otherwise be subjected to discrimination, (3) that the grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Michigan Department of Transportation and assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

CITY OF BOYNE CITY

Limited English Proficiency Plan

City of Boyne City
319 N. Lake St.
Boyne City, MI 49712
(231) 582-6597

In August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166; Improving Access to Service for Persons with Limited English Proficiency, to clarify TITLE VI of the Civil Rights Act of 1964. It had as its purpose to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under TITLE VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter. These individuals are referred to as being limited English in their ability to speak, read, write or understand English, hence the designation, "LEP", or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property and other assistance. Recipients of federal funds range from state and local agencies, to non profits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Boyne City receives funds from the State of Michigan Department of Transportation.

The US Department of Transportation published *Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons* in the December 14, 2005 Federal Register.

The Guidance implies Local Units of Government as organizations that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state and local transit operators, among many others. Coverage extends to a recipients entire program, or activity, i.e. to all parts of a recipient's operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of

transportation – not just the particular highway program or project, are covered by the DOT guidance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor analysis identified by the USDOT

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines **four factors** recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP community.
4. The resources available to the City of Boyne City and overall cost.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service; and the greater the importance of that program, activity or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub recipients can be found at

The Four Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to the City of Boyne City's services and activities that may affect their quality of life. Recommendations are then based on the result of the analysis.

Factor 1: Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range of four classifications of how well people speak English. The classifications are "very well", "not well", and "not at all". For our planning purposes, we are considering people that speak English 'less than very well' as Limited English Proficient persons. The total population reported for Boyne City is 3,037, and 43 (1.41%) of those persons are defined as speaking English 'less than very well'.

Language Spoken at Home	
POPULATION 5 YEARS and OVER	3,037
English only	2,894
Language other than English TOTAL	143
Of those that speak English 'less than very well'	43
Spanish - speak English less than 'very well'	8
Other Indo-European Languages - speak English less than 'very well'	35

Factor 2: Frequency of Contact with LEP Individuals

Work performed includes work performed on the roadways and sidewalks and parks with large trucks and heavy equipment where operators have infrequent direct contact with the public; police, fire and ambulance services where if necessary, we would be able to make attempts to provide communication to LEP persons utilizing the services of a website entitled Google Translate that allows instant translation of several languages, an AT&T Translation telephone service line and the Translators Resource List (attachment 1). Administrative staff handles all telephone and citizen visits to City Hall where if necessary, the above services would also be utilized in order to assist LEP persons.

Factor 3: The Nature and Importance of the Program, Activity or Service to LEP

The City of Boyne City's main function is to provide services and activities through the City of Boyne City. Our services include providing parks and recreation, marina services, police, fire and emergency services, water and sewer utilities.

Factor 4: The Resources Available to the City of Boyne City and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register, December 14, 2005 (Volume 70, number 239) states: *Certain DOT recipients, such as those serving LEP persons or those with very limited resources, may choose not to develop a written LEP plan.* While the City

of Boyne City does serve very few LEP persons and has limited resources, it has decided not to include a LEP section in its Title VI Plan. However, we will provide services to LEP individuals if requested, on a case-by-case basis.

The City of Boyne City Commissioners meet twice monthly. The public is invited to attend and participate in the legislative process. Title VI statements are posted in all city facilities for public viewing. The City's LEP plan is posted on the City's website. Public hearings on all projects that involve State and/or Federal Financial Assistance are conducted and signs are placed in specific areas of anticipated construction projects notifying citizens of an impending project and inviting them to contact City Hall for further information regarding such project. If a request is made to translate material into another language, the City of Boyne City would do its best to find the resources to assist in translation and do so at little or no cost. Use of online translation tools along with utilizing the Translator Resource list (phone number available at www.michigan.gov along with list provided with this document) if necessary would be undertaken. If an individual requests notification of meetings in a language other than in English, the City of Boyne City will have the documents translated for that individual within a reasonable amount time in advance of said meetings. If proceeds of a public meeting or hearing are requested in a language other than in English, the City of Boyne City will have the documents translated for that individual within a reasonable amount of time following said meeting.

Safe Harbor Stipulation

Federal law provides a "safe harbor" stipulation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "safe harbor" means that if a recipient provides written translations in certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is noncompliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a safe harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligation under 'safe harbor' includes providing written translations of vital documents for such eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This safe harbor provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

No LEP language groups in the City of Boyne City jurisdictional area constitute the 5% or 1,000 persons of population threshold for which written translations of vital documents can be provided to meet the safe harbor standard. Given the small number of LEP language group members, the City of Boyne City budget, and the number of staff, it is deemed that written translations of core documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for the City of Boyne City to proceed with oral interpretation options for compliance with LEP regulations.

Providing Notice to LEP Persons

USDOT LEP Guidance says *once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of service of services provided free of charge. Recipients should provide this notice in languages LEP persons would understand.*

The guidance provides several examples of notification including:

1. Signage when free language assistance is available with advance notice.
2. Stating in outreach documents that language services are available from the agency.
3. Working with community based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.
4. Using automated telephone voice mail attendant or menu which can provide information about available language assistance services and how to get them.
5. Including notices in local newspapers in languages other than English.
6. Providing notices on non-English language radio and television stations about the available language assistance services and how to get them
7. Providing presentations and/or notices at schools and religious organizations;

The City of Boyne City will provide statements in public information and public notices that persons requiring language assistance or special accommodations will be provided, with reasonable advance notice to the City of Boyne City.

Options and Proposed Actions

Options: Federal fund recipients have two main ways to provide language services; oral interpretation either in person or via telephone interpretation services and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.

The City of Boyne City is defining as interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language and a translator as a person who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.

Considering the relatively small scale of the City of Boyne City, the small number of LEP individuals in the service area and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services.

What the City of Boyne City will do. What actions will the City of Boyne City take?

With advance notice of seven calendar days, the City of Boyne City will provide interpreter services at the public meetings. Interpreter to include foreign language and visually and/or hearing impaired.

The City of Boyne City will utilize the Translators Resources list as provided by MDOT for translation services and verbal interpretation (see appendix A).

Placement of statements in notices and publications that interpreter services are available for these meetings with seven days advance notice.

Publications of the city's complaint form found on the website at www.boynecity.com and available at public meetings.

City of Boyne City Staff Training

It is important to ensure that all City employees are given proper LEP training. City employees should know their obligations to provide LEP individuals with meaningful access to City services, programs and activities. LEP Training on a city wide level will be planned and carried out by the City administration on an annual basis for all employees. New hires will be individually trained by City administration. All City employees will know about the City's LEP plan. All City employees who are in public contact positions will be trained to work effectively with in-person and telephone interpreters and translators.

LEP Plan Access

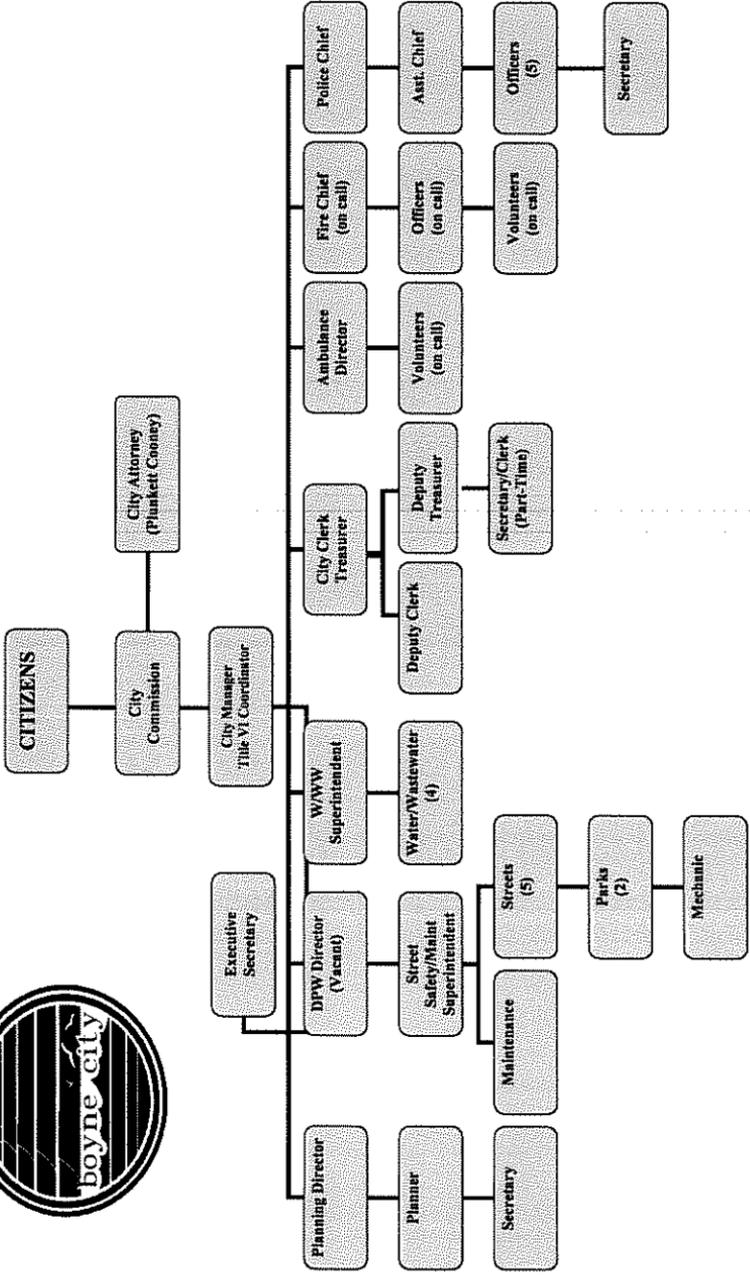
The City of Boyne City will post the LEP plan on its website at www.boynecity.com

Any person or agency may also request a copy by contacting:

Boyne City's Title VI Coordinator
Michael Cain, City Manager
319 N. Lake St.
Boyne City, MI 49712
(231) 582-6597 (telephone)
(231) 582-6506 (fax)
email: mcain@boynecity.com



Boyer City Organizational Chart



TRANSLATORS RESOURCE LIST

Translators do not have to be on the Translators Resource List to be acceptable, but they must be a community or government agency, attorney, college, university, or translation-related business. Translators are not certified by the Michigan Department of State. Translators must follow the procedures on the back of the DE-40 form (original letterhead stationery, address of agency, etc.) when providing acceptable translated documents. Translations do not need to be notarized.

The agencies listed below may charge a fee for translating documents. Please inform your customer to ask the agency about any fees that they may be expected to pay.

Note: An organization or individual not on this list may provide translations if they meet the requirements listed above. The agencies and information on this list is subject to change without notice. Please check the yellow pages of your local telephone directory under "Translations" or "Translators" for other resources that may be available in your area. Translation services may also be available from local community agencies, attorneys, and government agencies.

Agency Name	City	Phone/Fax	Language(s)
A-Chau Translation Services	Wyoming	(616) 452-4000	Vietnamese
A+ Spanish Translations	Grand Rapids	(616) 742-0805	Spanish
A&D Translation Consultants	Southfield	(248) 790-9371	Italian, Portuguese, Spanish
AA Translations	Ann Arbor	(734) 665-7295	Any language
Access International Language Institute	Ann Arbor	(734) 994-1456	Any language
Ace Notary and Tax Service	Detroit	(313) 841-5539	Spanish
Acumen Capital Associates, Inc.	Detroit	(313) 506-2339	Any language
Aguilar Notary Public and Translator Services	Capac	(810) 531-5759	Spanish
Alma College	Alma	(989) 463-7210 (989) 463-7117 (989) 463-7270	French German Spanish
Amigos en Accion	Bau Claire	(269) 461-4181	Spanish
Amine Translation Services, LLC	Clinton Twp	(586) 792-3884	Arabic
Andrews University	Berrien Springs	(269) 471-3181	French, German, Spanish
Anasceha Consultants	Detroit	(313) 923-2905	Arabic, Somali
Arab-American & Chaldean Council	Lathrup Village	(248) 559-0960 (248) 559-1990	Arabic, Chaldean
Atlantic Translations	Dearborn	(313) 520-3030	Albanian, French, German, Greek, Italian, Macedonian, Romanian, Spanish, Turkish
Babel Latina Inc. Language Services	Ann Arbor	(734) 995-0373 (734) 417-6176	Any language
Baker College	Flint	(810) 766-4160 (810) 766-4159	Taiwanese
Bi-Lingual Communications	Auburn Hills	(248) 364-4178	Spanish
Boloms Globalnet, Inc.	Detroit	(313) 341-4777	Arabic, French, German, Italian, Portuguese, Spanish
Brazilian Portuguese Language Services	Whitmore Lake	(810) 231-6596	Portuguese
Bromberg and Associates (SOS - refer to page 7)	Southfield	(313) 871-0080	Any language
CALL Immigration Services	Grand Rapids	(616) 452-2433	Bosnian (Serbo-Croatian), French, Italian, Russian, Spanish, Vietnamese
Catholic Charities of Lenawee	Adrian	(517) 263-4681	Spanish
Catholic Human Development Outreach	Grand Rapids	(616) 248-3030	Bosnian (Serbo-Croatian), French, Spanish, Vietnamese
Catholic Social Services of Oakland	Pontiac	(248) 338-4250	Spanish
Centro Hispano	Waterford	(248) 618-9273	Spanish

Agency	City	Telephone Number	Language(s)
Coin a Phrase Language Services	Livonia	(734) 968-8264	French
Connie's Translating Service	Hartford	(269) 424-9952	Spanish
Crisio Roy Community Center	Lansing	(517) 372-4700	Spanish
D's Translating Service	Muskegon	(231) 206-0064	Spanish
Danka International	Hamtramck	(313) 871-0080 1 pm - 9 pm	Any language
Delta College	University Center	(989) 686-9000	French, German, Spanish
Diocese of Saginaw Hispanic Ministries Cultural Center	Saginaw	(989) 797-6646	Spanish
Diversified Graphix	Troy	(248) 879-6702	Portuguese
Eastern Michigan University	Ypsilanti	(734) 487-0130	French, German, Japanese, Spanish
El Centro of Bethany Christian Services	Holland	(616) 396-3391	Spanish
Encouraging Words International	Grand Rapids	(616) 363-5993	Bosnian (Serbo-Croatian), Chinese, Czech, French, German, Italian, Spanish, Ukrainian, Vietnamese
Enlaces	Kalamazoo	(269) 553-3304	Spanish
Erbach & Associates	Norton Shores	(231) 798-4903	Spanish
Espanol Translations	Grand Rapids	(616) 451-6777	Spanish
Executive Language Services, Inc.	Southfield	(248) 337-0625	Any language
Ferris State University	Big Rapids	(231) 591-3988	French, German, Spanish
Forefront Corporation	Ann Arbor	(248) 705-2605	Dutch, French, German
German Communications	Auburn Hills	(248) 377-4306	German
Global ATR, Inc.	Sterling Heights	(586) 795-8100	Any language
Global Image Network	Lansing	(517) 337-2700	Arabic, Chinese, Dutch, French, German, Japanese, Korean, Portuguese, Somali, Spanish, Urdu
Good Samaritan Baptist Church	Lawrence	(269) 427-0110	Spanish
Grand Valley State University (SOS - refer to page 7)	Allendale	(616) 331-3203	Chinese, French, Spanish
Groenewald Productions & Translations	Madison, WI	(608) 231-9985 (608) 239-3233	Dutch, Flemish
Hillsdale College	Hillsdale	(517) 437-7341	French, German, Spanish
Hispanic American Council	Kalamazoo	(269) 385-6279	Spanish
Hispanic Center of Western Michigan	Grand Rapids	(616) 742-0200	Spanish
Hispanic Services	Inlay City	(810) 724-3665	Spanish
Hispanic Technology Community Center	Flint	(810) 424-3760	Spanish
Interactive Designs for Translation & Instruction	East Lansing	(517) 575-8878 (517) 337-4486	Chinese
International Institute	Flint	(810) 767-0720	Any language
International Translating Bureau	Southfield	(248) 559-1677	Any language
International Translation Services	Dearborn	(313) 563-7850	Bosnian (Serbo-Croatian), Croatian, Macedonian, Serbian
International Translations & Services	Sterling Heights	(586) 202-0512 (586) 726-7564	Albanian, Italian, Polish, Russian, Spanish
Interpress, Inc.	Detroit and Harper Woods	(313) 365-4547	Albanian, Arabic, Bosnian (Serbo-Croatian), Czech, French, German, Italian, Japanese, Lithuanian, Mandarin, Polish, Russian, Slovak, Spanish, Ukrainian

AGENCY	CITY	PHONE (S) NUMBER	LANGUAGES
Interpreter/Translator Services, Inc.	Grosse Pointe Park	(313) 331-4285 (313) 821-5521	Albanian, Arabic, Bosnian (Serbo-Croatian), Chinese, Czech, French, German, Hindi, Italian, Japanese, Macedonian, Polish, Portuguese, Romanian, Russian, Spanish, Vietnamese
J & M Service	Westland	(734) 522-4524	Spanish
J & S Translations	Belleville	(734) 796-0310	Spanish
Kalamazoo Valley Community College	Kalamazoo	(269) 488-4236	French, Spanish
Kan Group	Detroit	(313) 566-0546	Any language
KNE Translating Services	Sterling Heights	(586) 979-5229	Any language
LA 6 Mini-Mart/ Notary/ Income Tax/ Translating	Muskegon	(231) 722-7179	Spanish
La Amistad Unida	Saginaw	(989) 529-2272	Spanish
La Oficina	Detroit	(313) 554-0060	Arabic, French, German, Portuguese, Spanish
Lakeshore Latino Outreach Center Inc	Holland	(616) 499-4872	Spanish
Language Center International (SOS - refer to page 7)	Southfield	(248) 355-5506	Any language
Language Experts	Washington	(586) 677-1096	French, Spanish
Language Services	Petoskey	(231) 439-5181	Spanish
Languages International	Grand Rapids	(616) 285-0005	Any language
Lansing Catholic Social Services	Lansing	(517) 484-1010	Arabic, Bosnian (Serbo-Croatian), Somali, Spanish, Vietnamese
Latin-Americans for Social and Economic Development, Inc. (La Sed) (SOS - refer to page 7)	N/A	N/A	N/A
Latin Americans United for Progress, Inc.	Holland	(616) 392-5058	Spanish
Lingua Science	Ann Arbor	(734) 930-1553	Japanese
Lost In Translation	Hart	(231) 873-0809	Spanish
Lutheran Social Services of Michigan	Southfield	(248) 423-2790	Albanian, Arabic, Bosnian (Serbo-Croatian), Chaldean, French, Romanian, Spanish, Vietnamese
Marietas Bilingual Services	Holland	(616) 283-1952	Spanish
MGR Translation (SOS - refer to page 7)	Hamtramck	(313) 673-9072	Polish
Mi Reina, L.L.C.	Milford	(248) 361-3979	Spanish
Michigan State University	East Lansing	(517) 353-0740 (517) 353-8351 (517) 355-8350	Arabic, Chinese, German, Japanese, Russian, Swahili French, Greek, Italian Portuguese, Spanish
Monroe Community College	Monroe	(734) 384-4153	French, German
Moore Interpreter, Inc.	Grand Rapids	(616) 247-4810	Creole, Spanish, Vietnamese
MRQ Translations	Holland	(616) 392-5258	Spanish
MTM Translations	Lake City	(231) 920-8345	Spanish
Multilingual Services	Walled Lake	(248) 722-1471 (248) 960-0488	Russian, Ukrainian
Musabi International, Inc.	Southfield	(248) 358-1911	Japanese

AGENCY	CITY	TELEPHONE NUMBER	LANGUAGE
New Vallarta Tax and Translation Services	Kalamazoo	(269) 385-2281	Spanish
Northern Michigan University	Marquette	(906) 227-1000	Finnish, French, German, Hebrew, Italian, Japanese, Portuguese, Russian, Spanish
Olas Translations	Ann Arbor	(734) 213-5396	Spanish
Ole Servicios Latinoamericanos Translation	Ypsilanti	(734) 528-1212	Arabic, French, Italian, Portuguese, Spanish, Swahili, Turkish
OmniCom International	Kalamazoo	(269) 323-8887	Czech, French, German, Hungarian, Polish, Slovak, Spanish
Persia House of Michigan	West Bloomfield	(248) 302-1447	Farsi, Persian
Pimental Multiple Services	Grand Rapids	(616) 475-0755	Spanish
Pro-Tax & Notary - Translation Services	Holland	(616) 392-7603	Spanish
Professional Translation & Interpretation Services	Kalamazoo	(269) 324-4303	Spanish
Rainbow Visa and Passport Services	Dearborn	(313) 582-3322	Arabic, Chaldean, French
Rashmawi Translation Services	Flint	(810) 732-5955	Arabic
Richardson International	West Bloomfield	(248) 865-5099	Chinese, Japanese
Rojas Translating Services	Coldwater	(517) 278-4038	Spanish
Sanchez Income Tax & Translation Services	Grand Rapids	(616) 248-3688	Spanish
SCT Translation Service	Detroit	(313) 841-4411 12 pm - 6:30 pm	Spanish
Servicio Latino	Williamsburg	(231) 267-5214	Spanish
Servicios Diversos, LLC	Ann Arbor	(734) 973-9824	French, German, Italian, Portuguese, Russian, Spanish, Thai
Spanish Language Services	Hart	(231) 873-8145	Spanish
St. Clair County Community College	Port Huron	(810) 989-5578	French, German, Spanish
St. Clement of Rome Catholic Church	Romeo	(586) 752-9611	Spanish
Suzuki Myers & Associates	Novi	(248) 344-0909	Japanese
Translation Consultants	Brownstown	(734) 783-0633	Romanian
Translation International, Inc.	Warren	(586) 201-0502	Hungarian, Romanian
Translation Services of Muskegon County	Muskegon	(231) 736-7776	Spanish
Translations Unlimited	Grand Rapids	(616) 942-5742	Any language
Trident Trade Group	Warren	(586) 759-6363	Russian, Ukrainian
Ukrainian Cultural Center	Warren	(586) 757-8130	Russian, Ukrainian
University Translators Services LLC	Ann Arbor	(734) 665-7295	Any language
Verbum Translations	Troy	(248) 224-8600	French, German, Japanese, Romanian, Spanish
Vital International Programs	Sterling Heights	(586) 795-2300 ext. 105	Any language
Voices Around the World	Royal Oak	(248) 288-6440	Albanian, Arabic, Bosnian (Serbo-Croatian), Chinese, French, German, Japanese, Macedonian, Polish, Portuguese, Russian, Spanish
Washtenaw Community College	Ann Arbor	(734) 973-3300	French, German, Spanish
Wayne County Community College	Detroit	(313) 943-4000	Arabic, Spanish
Weller Language Services	Holland	(616) 396-2201	Spanish
WorldWide Translating/Interpreting Service, Inc.	Sterling Heights	(586) 978-2500	Any language

10/16/09

March 2012

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

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

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
			March 1 8:30am Main Street Board mtg. 6:00pm Parks & Rec		
5	6	7	8	9	10
	5:00pm ZBA				
12	13	14	15	16	17
12:00pm EDC/LDFA	Budget to City Commission 7:00pm City Commission		5:30pm Business After Hours-Lynnda's Real Estate		Saint Patrick's Day (United States)
19	20	21	22	23	24
5:00pm Planning Commission 7:00pm Historical Commission	MML Capital Conference-Lansing Budget Review Session		5:30pm Airport Advisory Board 8:30pm Housing Commission		
26	27	28	29	30	31
	Budget Review Session Alternate 12:00pm City Commission				