



City of Boyne City

Founded 1856

319 N. Lake Street

Boyne City, Michigan 49712
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**BOYNE CITY
CITY COMMISSION REGULAR MEETING
Boyne City Hall
364 North Lake Street
Tuesday, April 11, 2017 at 7:00 p.m.**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission, staff, or the public may ask that any item(s) on the consent agenda be removed and placed as the last item under new business to receive full discussion. Such requests will be automatically respected.
 - A. Approval of the March 21, 2017 City Commission Budget Work Session meeting as presented
 - B. Approval of the March 28, 2017 City Commission regular meeting as presented
 - C. Approval of the recommendation of the Historical Commission to appoint April Raycraft to the Historical Commission for a three year term expiring June 30, 2020
 - D. Approval to contract with C2AE to be the Prime Professional for the Ridge Run Dog Park Fitness Trail Project and authorize the City Manager to sign the documents
 - E. Approval of the contract for 2017 Pavement Marking with M & M Pavement Marking in the amount of \$23,273.94 and authorize the City Manager to execute the documents
 - F. Approval to authorize staff to complete and submit a grant application to the Risk Reduction Grant Program for a grant in the amount of up to \$5,000 to be used towards the purchase of a Video Monitoring System as requested in the amount of \$9,820 less any grant funding received
 - G. Approval to award the contract for Overband Crack Sealing to Applied Pavement Marking in the amount of \$10,938.40, Airport pavement crack sealing in the amount of \$12,000 for a total price of \$22,938.40 and authorize the City Manager to execute the documents
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. Draft minutes of the March 2, 2017 Main Street Board Meeting
 - B. Draft minutes of the March 2, 2017 Parks & Recreation Board Meeting
 - C. Draft minutes of the March 9, 2017 Historical Commission Meeting
 - D. Draft minutes of the March 13, 2017 EDC Meeting
 - E. Draft minutes of the March 13, 2017 LDFA Meeting

- F. Draft Minutes of the March 20, 2017 Planning Commission Meeting
- G. Draft Minutes of the March 27, 2017 Historical Commission Meeting
- H. Draft Minutes of the March 27, 2017 Museum Input Session Meeting

8. OLD BUSINESS

- A. Macksey Conditional Rezoning Request Second Reading
Consideration of a second reading and approval of a Conditional Rezoning Request from Ted Macksey to rezone parcels 15-051-026-005-00 and 15-051-026-004-15 from Rural Estate District to Multiple Family Residential District

9. NEW BUSINESS

- A. Public Hearing – Proposed FYE 2018 Budget
Public Hearing to hear Citizen comments regarding the General Appropriations for the FYE 2018 Budget as required by statutory regulations
- B. Millage Rate Resolution – General Operating
Consideration to adopt the Resolution to Establish a General Operating Millage Rate of 15.51 for the City of Boyne City FY 2017/2018
- C. Millage Rate Resolution – City Facilities Debt Service
Consideration to adopt the Resolution to Establish a City Facilities Debt Service Millage Rate of 2.30 for the City of Boyne City FY 2017/2018
- D. General Appropriations Act Resolution
Consideration to adopt the General Appropriations Act for FY 2017/2018 Resolution
- E. Fee Schedule Resolution
Consideration to adopt Fee Schedule for FY 2017/2018 Resolution
- F. MSU Extension Lease
Consideration the approval to execute a lease with Charlevoix County to house the MSU Extension in the new City Facility Complex as outlined and authorize the City Manager and City Clerk / Treasurer to execute the resulting agreement after review by the City Attorney
- G. Charter Cable Franchise Agreement
Consideration to approve the renewal of the 10-year franchise with Charter Communications as proposed with the inclusion of the current 5% franchise fee and authorize the City Manager to execute the documents
- H. Fiber Internet Service Bids
Consideration of possible award of bid for Fiber Internet Services subject to receipt of a final recommendation from staff

10. GOOD OF THE ORDER

11. ANNOUNCEMENTS

- The Main Street Open House will be on Thursday, April 13, 2017 from 4:00 p.m. to 6:00 p.m. at the new Main Street Office, located in Fustini's at 120 Water Street

**MARCH 21, 2017
BUDGET WORK
SESSION**

RECORD OF THE PROCEEDINGS OF THE BOYNE CITY COMMISSION
BUDGET WORK SESSION DULY CALLED AND HELD AT BOYNE CITY
HALL, 364 NORTH LAKE STREET, ON TUESDAY MARCH 21, 2017

CALL TO ORDER

Mayor Neidhamer called the meeting to order at 8:00 a.m. followed by the Pledge of Allegiance.

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

Absent: None

Staff: Michael Cain, Cindy Grice and other department heads as required for their department

Others: There were no citizens in attendance.

**FYE 2017 Budget
Presentation**

City Commissioners and staff discussed the proposed budget in detail. There was substantial discussion regarding the possibilities for funding the purchase of the Open Space at 475 N Lake Street. Staff will bring forward a date request for a public input session regarding the property in April.

All Department Heads discussed their proposed budgets with the Commissioners

Minor corrections were noted and Clerk / Treasurer Grice will make the necessary changes.

ADJOURNMENT

Motion by Mayor Neidhamer seconded by Mayor Pro-Tem Towne to adjourn the City Commission Budget Work Session of Tuesday, March 21, 2017 at 8:09 p.m.

Tom Neidhamer
Mayor

Cindy Grice
Clerk / Treasurer

**MARCH 28, 2017
REGULAR MEETING**

RECORD OF THE PROCEEDINGS OF THE REGULAR BOYNE CITY COMMISSION MEETING DULY CALLED AND HELD AT BOYNE CITY HALL, 364 NORTH LAKE STREET, ON TUESDAY MARCH 28, 2017

CALL TO ORDER

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

Present: Mayor Tom Neidhamer, Commissioners Ron Grunch, Laura Sansom and Hugh Conklin

Absent: Mayor Pro-Tem Gene Towne

Staff: Cindy Grice, Mark Fowler, Kelsie King-Duff, Patrick Kilkenny, Andy Kovolski and Barb Brooks

Others: There were two citizens in attendance.

**EXCUSE MAYOR-PRO
TEM TOWNE
MOTION**

2017-03-015
Moved by Neidhamer
Second by Conklin

To excuse Mayor Pro-Tem Towne from attending today's meeting

Ayes: 4
Nays: 0
Absent: 1, Mayor Pro-Tem Towne
Motion carried

**CONSENT AGENDA
MOTION**

2017-03-016
Moved by Grunch
Second by Sansom

2017-03-016A
Approval of the March 14, 2017 City Commission regular meeting as presented
2017-03-016B
Approval of the FYE 2018 Marina Rates as presented

Ayes: 4
Nays: 0
Absent: 1, Mayor Pro-Tem Towne
Motion carried

CITIZENS COMMENTS

Main Street Director Kelsie King – Duff invited everyone to attend the Main Street open house at their new office on April 14, 2017 from 4 – 6 pm in the Fustini's store.
Zareena Koch asked the Commissioners to consider curbside recycling. It would be best for the environment, we would see the absence of trash. Bottle returns do not work. Mayor Neidhamer said this was discussed at our Budget Work Session last week

CORRESPONDENCE

Correspondence regarding the Boyne City Tree City USA was received and filed.

**CITY MANAGERS
REPORT**

DPW Superintendent Andy Kovolski provided the City Commissioners with an update on the new facilities construction project.

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

The February, 2017 Financial Statement was received and filed.

Consideration to schedule a public hearing for the Boyne City Local Development Finance Authority Development and TIF plan renewal on April 25, 2017 at noon.

**LDFA Public Hearing
Date**

Clerk / Treasurer Grice discussed the Development Plan and Tax Increment Financing Plan for the Boyne City Local Development Financing Authority (LDFA). Our current plan expires on April 29, 2017 after 20 years. The public facilities proposed under the original Development Plan have been completed and the obligations for those public facilities have been met through tax capture and reimbursement under the TIF plan.

With additional opportunity for Business Park build out and the public facilities that will be necessary to accommodate that build out, as well as meet the need for current business in the business park, the LDFA has been developing an amendment to the Development and TIF Plan. The Amendment is proposed to extend the Plan for 20 years and include additional public facilities for existing and future development. As part of this process, the City Commission is required to hold a public hearing to provide the opportunity for comment on the Development and TIF plan.

The LDFA will consider approval of the Amended Development and TIF plan at their April 10, 2017 meeting and is requesting that the City Commission set a public hearing for their April 25th regular meeting. The Amended Development and TIF plan will be presented for consideration by the City Commission on April 25.

Staff Comments: None

Citizens Comments: None

Board Discussion: All are in agreement.

MOTION

2017-03-017
Moved by Grunch
Second by Sansom

Approval schedule a public hearing for the Boyne City Local Development Finance Authority Development and TIF plan renewal on April 25, 2017 at noon.

Ayes: 4
Nays: 0
Absent: 1, Mayor Pro-Tem Towne
Motion carried

**475 N Lake Street Public
Input Session**

Consideration to schedule a public input session regarding the Open Space for Tuesday, April 18, 2017 beginning with a tour of the 475 N. Lake Street property from 6:30 p.m. to 6:50 p.m. and a public input session to follow at 7:00 p.m. at City Hall

Clerk / Treasurer Grice stated that the City Commissioners discussed the possibility of scheduling a public input session regarding the purchase of the Open Space. At this time, the recommendation is to schedule this input session including a visit at the site, following an input session at City Hall.

Staff Comments: None

Citizens Comments: None

Board Discussion: All are in agreement.

MOTION

2017-03-018

Moved by Sansom

Second by Conklin

Approval to schedule a public input session regarding the Open Space for Tuesday, April 18, 2017 beginning with a tour of the 475 N. Lake Street property from 6:30 p.m. to 6:50 p.m. and a public input session to follow at 7:00 p.m. at City Hall

Ayes: 4

Nays: 0

Absent: 1, Mayor Pro-Tem Towne

Motion carried

Marina Expansion

Consideration to authorize staff to prepare and submit a grant application for Phase I of the marina breakwall to the Michigan DNR Waterways Commission and authorize the City Manager to sign all associated documents.

Harbormaster Barb Brooks discussed the request to submit a grant application to the DNR seeking the maximum 50% funding for the construction of Phase 1 of the breakwall proposed in the permitted marina expansion plan. Through the years, the City has been planning for future expansion and the marina has built up a fund balance of over \$200,000 to put towards expansion. We had hoped to be able to take on a larger first phase project but between engineering and construction costs and the potential amount of grant funds available, a project targeted to the range of \$500,000 is realistically affordable. At this time, we are requesting authorization to prepare and submit this grant application.

Staff Comments: None

Citizens Comments: . There was no other public comment.

Board Discussion: All Commissioners are in full support of this recommendation. Discussion of future funding and engineering also took place.

MOTION

2017-03-019

Moved by Grunch

Second by Sansom

Approved to authorize staff to prepare and submit a grant application for Phase I of the marina breakwall to the Michigan DNR Waterways Commission and authorize the City Manager to sign all associated documents.

Ayes: 4

Nays: 0

Absent: 1, Mayor Pro-Tem Towne

Motion carried

WWTP Fencing

Consideration to approve the proposal from Harbor Fence in the amount of \$2,397 to repair and replace a portion of fence at the Wastewater Treatment plant and authorize the City Manager to execute the documents.

Mark Fowler discussed the 150 feet of fencing that needs to be replaced at the plant. It was knocked down by trees that fell on it. Trees on that side of the plant have been removed so it will not be a future issue.

Staff Comments: None

Citizens Comments: None

Board Discussion: Commissioner Sansom asked when this happened and if it was part of a previous insurance claim. Mark said this part of the fence has been down for a while. All Commissioners are in agreement with the recommendation.

MOTION

2017-03-020

Moved by Grunch

Second by Sansom

Approved the proposal from Harbor Fence in the amount of \$2,397 to repair and replace a portion of fence at the Wastewater Treatment plant and authorize the City Manager to execute the documents

Ayes: 4

Nays: 0

Absent: 1, Mayor Pro-Tem Towne

Motion carried

Good of the Order

Commissioner Grunch said it was an interesting Museum input facilities session.

ADJOURNMENT

Motion by Mayor Neidhamer seconded by Mayor Pro-Tem Towne to adjourn the Regular City Commission meeting of Tuesday, March 28, 2017 at 12:37 p.m.

Tom Neidhamer
Mayor

Cindy Grice
Clerk / Treasurer

INTEROFFICE MEMORANDUM

TO: MICHAEL CAIN-CITY MANAGER *Mc*
FROM: MICHELE HEWITT-HISTORICAL BOARD SECRETARY *MH*
SUBJECT: BOARD VACANCY
DATE: 4/3/2017

At our March 27, 2017 Historical Commission meeting the board voted to recommend the City Commission to approve the application for our vacancy from April Raycraft, motioned by Dawson, second by Alexander, all ayes. This is a three year term ending June 30, 2020.



CITY OF BOYNE CITY

MEMO

To: Michael Cain, City Manager 

From: Barb Brooks, Executive Assistant 

Date: April 6, 2017

Subject: Ridge Run Dog Park Engineering Services Proposal

Project Background:

In 2014 the City applied for and was successful in receiving a Recreation Passport grant through the Department of Natural Resources (DNR) to install a fitness trail. The grant award was for \$10,350 (69%), leaving \$4,650 (31%) as the City's match.

The terms of the grant require all projects costing \$15,000 or more contract with a "Prime Professional" (engineering firm) to provide sealed plans, oversee the construction and sign off upon completion of the project. The terms of the grant also require the project to be completed in 2017.

Proposal:

C2AE has provided a proposal (attached) to complete the work in the amount of \$2,400. C2AE is familiar with the property, the project and all of the DNR requirements for this grant.

Recommendation: to contract with C2AE to be the Prime Professional for the Ridge Run Dog Park Fitness Trail Project and authorize the City Manager to sign the documents.

Additional Options:

- Postpone for additional information
- Seek other proposals
- Do not move forward with the project (return the grant funds)
- Other options the Commission deems appropriate

Side note: There is an active dog park committee and strong volunteer group that have and continue to organize fund-raisers and collect donations to supply the match for this project and other future improvements.

April 5, 2017

Ms. Barb Brooks, Executive Assistant/Harbormaster
City of Boyne City
364 N. Lake Street
Boyne City, MI 49712

Re: Proposal for Professional Services: Ridge Run Dog Park Fitness Trail Bidding and Construction Phase Services

Dear Barb,

Thank you for the opportunity to provide this proposal for engineering services for the Dog Park trail project. These services are being required as a condition of the MNRTF Grant because the project construction amount is greater than \$15,000. The City is therefore required to retain the services of a Prime Professional to complete many of the tasks.

PROJECT UNDERSTANDING

The Dog Park project consists for new gravel trail construction in the Large Dog park area, as well and an alternate add on for the Small Dog Park area. The plans were previously completed by C2AE and are ready for bidding, once approved by the MNRTF.

SCOPE

The scope of services will include providing assistance to the City with the bidding, award, construction and closeout services as required by the DNR's "Development Project Procedures", generally consisting of the following items:

C2AE Services with assistance from the City

- Prime Professional prepares plans, specifications and bid documents for project; seals documents and submits to DNR for approval along with the following information:
 - ❖ Checklist for Submission of Plans and Specifications page.
 - ❖ Sealed plans, sealed specifications, and bid documents.
 - ❖ Professional Services Certification page.
 - ❖ Itemized project cost estimate.
- Brief Implementation Schedule.
- Secure all contractors needed to complete the project.
- Follow DNR contracting procedures.
- Submit final contractor selection and bid tab for DNR approval before awarding contract.
- Initiate construction and procurement activities as soon as all required approvals are in place.
- Oversee project construction (Periodic site visits).
- Submit Final Compliance Onsite Inspection report (PR1905E).

City Services with assistance from C2AE.

- Report significant problems or delays to the DNR.
- Ensure the grantee and all its suppliers and contractors maintain all needed cost documentation.

- Comply with all necessary Federal, State and local requirements in completion of the project.
- Maintain records of contracting process.
- Submit complete reimbursement requests with all supporting documentation in a timely manner.
- Submit final reimbursement as soon as project is complete, final payment is made and all documentation is available, no later than 90 days after project completion.
- Prior to project completion, erect a DNR-approved plaque at the project site acknowledging the grant assistance and submit documentation that the plaque is in place with the Final Compliance Onsite Inspection report (PR1905E).
- Record Declaration and Notice for project areas owned by the local unit of government for LWCF and MNRTF.

ASSUMPTIONS

The City will provide all grant coordination activities and other work that does not need to be provided by the prime professional. C2AE will be responsible for the technical aspects of the project as outlined in the scope of work.

In order to minimize the cost of this project, C2AE will coordinate as much work as possible with the Boyne City SAW project field work in order to minimize trips and expenses.

SCHEDULE

Submit final plans and specifications to the DNR for approval and authorization to advertise within two weeks of authorization.

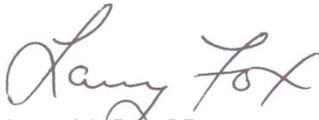
FEE

C2AE proposes to complete the above scope of services for the Dog Park bidding and construction phase services for the lump sum fee amount of \$2,400.

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,

C2AE



Larry M. Fox, PE

Principal Owner | Project Manager

Accepted by:

Client

Date

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

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

- J. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A/E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A/E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A/E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A/E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A/E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized modification of these materials.
- K. Record Documents: Upon completion of the work, the A/E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents. The A/E CONSULTANT shall also provide electronic information utilizing the appropriate elevation datum and State Plane coordinate system for insertion of the record information into the City's GIS base draw. These Record Documents will show significant changes made during construction.
- L. Payment Terms: Invoices will be submitted by the A/E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- M. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A/E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A/E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- N. Abandonment of Work: If any work is abandoned or suspended, the A/E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- O. Betterment: If, due to the A/E CONSULTANT's negligence, a required item or component of the project is omitted from the A/E CONSULTANT's construction documents, the A/E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A/E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- P. Indemnification: The A/E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A/E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A/E CONSULTANT is legally liable.
- Q. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A/E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A/E CONSULTANT shall require similar

waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

The parties do not intend to confer any benefits on any person, firm, or corporation other than A/E CONSULTANT and OWNER. There are no third party beneficiaries. In no event shall either party, or their agents, servants, representatives or employees be liable for indirect, special or consequential damages to third parties. Both OWNER and the A/E CONSULTANT shall require waivers of consequential damages protecting all the entities or persons herein and all contracts and subcontracts with others involved in this project.

- R. Full-Time Construction Observation: The A/E CONSULTANT will provide full-time project representation in order to observe the progress and quality of the work completed by the Contractor. Such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow the A/E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
- The A/E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.
- The A/E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
- The A/E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A/E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
- S. Jobsite Safety: Neither the professional activities of the A/E CONSULTANT, nor the presence of the A/E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A/E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A/E CONSULTANT and the A/E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- T. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A/E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A/E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A/E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A/E CONSULTANT's services, the A/E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, without waiving defenses of governmental immunity, and notwithstanding any other provision of this agreement but only to the extent permitted by law, to indemnify and hold harmless the A/E CONSULTANT, its officers, partners, employees and consultants (collectively, A/E CONSULTANT) from and against any and all claims, suits, demands,

liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the negligence or misconduct of the A/E CONSULTANT.

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

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

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

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

MEMORANDUM

TO: MICHAEL CAIN; CITY MANAGER 
FROM: ANDREW KOVOLSKI; PUBLIC WORKS SUPERINTENDENT 
DATE: 4/7/2017
RE: PAVEMENT MARKING

Bids were advertised for this year's Pavement Marking project with a due date of April 3, 2017. Bid packages were also mailed to four contractors that perform this work. Only two bids were received by the 10:00 A.M. deadline. They were from M&M Pavement Marking of Grand Blanc, MI in the amount of \$23,273.94 and PK Contracting of Troy, MI in the amount of \$34,956.67. A copy of the bid tab is attached for your review.

RECCOMENDATION:

It is my recommendation that the City Commission approve this contract with M&M Pavement Marking for Pavement Marking Services for the amount of \$23,273.94 and authorize the City Manager to sign the required documents. Funds for this work are available in this year's Street Department budget.

OPTIONS:

1. That the matter be postponed for additional information or consideration.
2. That the matter be approved subject to some revisions
3. Any other option as determined by the City Commission



BOYNE CITY POLICE

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

To: Michael Cain, City Manager *Mc*
From: Jeff Gaither, Police Chief *JG*
Date: April 7, 2017
RE: RRGP Grant for Video System

The Michigan Township Participating Plan (Par Plan), Boyne City's property and municipality liability insurance Provider provides a unique grant-funding platform for various projects through their Risk Reduction Grant Program. The RRGP has been established to assist plan members in reducing specific risk exposures and to assist members in their efforts of applying effective risk management and loss control techniques for exposures the Par Plan insure.

As we near the completion of the New City Hall complex, the time is right to focus on security measures that can be employed in and around the building. A universally acceptable method of security is the use of Video Monitoring Systems. We have worked with the architect during the design phase to ensure that the conduits and mounting locations would be compatible. Those pieces are in place and the building will be project ready for the Video Monitoring System.

The Video Monitoring System will consist of 16 camera locations, a monitoring station, and the recording hardware, along with labor to complete the job.

The price of the system as proposed will be \$9820. The RRGP will contribute up to \$5,000 for an approved project. We have asked for the full \$5,000 in our grant application. If successful, that would leave \$4820 for the City's responsibility.

The RRGP requires a signed resolution from the City's governing body to be submitted along with the grant application.

Recommendation

For the City Commission to pass a resolution that approves the Risk Reduction Grant Program grant application and allocate the additional funding for a Video Monitoring System purchase and installation on the new City Hall building at a total cost of \$9820 less any grant funding from the RRGP.

Jeff Gaither, Chief of Police

Other Options

Purchase the Video Monitoring System out of other funds

Delay the purchase of the Video Monitoring System

Other options as determined by the Commission.



BOYNE CITY POLICE

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

April 7, 2017

Michigan Township Participating Plan
Risk Reduction Grant Program
Attn: Administrator
1700 Opdyke Court
Auburn Hills, MI 48326
RE: Risk Reduction Grant Program Application

Dear Sir or Madam:

On behalf of the City of Boyne City, we are pleased to present for your review and consideration the City of Boyne City's application to support the purchase and installation of a Video Monitoring System. This system will support 16 cameras inside and outside the building. A new City Hall is currently under construction and nearing completion. Because the initial price of the City Hall project came in higher than expected, the Video Monitoring System was cut from the package. We were able to have the conduits run for the future purchase of the Video System so the building would be project ready. The Video System is once again, being looked at for the building.

The Video Monitoring System will enhance security around the building by monitoring activities around the outside as well as key public areas inside the building. This provides a visual deterrence to criminal activity which is the first step in prevention. The System also records evidence of any vandalism or other criminal activity around the building. This evidence would be available for the prosecution of perpetrators and cost recovery for any damages. The video would also be reviewable for any claims of injury or damages to persons around the building, providing documentation for any false claims against the city. Video systems also create a feeling of security for building users including employees.

The expectation for this Video System is that we will reduce our liability of false claims against the City, deter criminal activity and collect video evidence for reimbursement of damages.

We feel that the proposed Video Monitoring System will fulfill the needs of the Boyne City Hall Facility in our effort to reduce liability through the installation and continual use of the system.

If we can provide any additional information to help you in your consideration of our request, please contact me directly.

Thank you for your consideration and we look forward to working with the Par Plan on the successful completion of this much needed and well supported project.

Sincerely,

Jeff Gaither
Chief of Police

Michael Cain
City Manager
231.582.0377
mcaïn@boyncity.com

City of Boyne City –Video Monitoring System
Michigan Township Participating Plan
Risk Reduction Grant Program
April 7, 2017

Applicant Information: City of Boyne City
319 North Lake Street
Boyne City, MI 49712-1101
231.582.6597
231.582.6506 fax
mcaain@boynecity.com

Population: 3,735

Continuous Par Plan Membership: 12 years

Project Manager: Michael Cain, City Manager
319 North Lake Street
Boyne City, MI 49712-1101
231.582.0377
mcaain@boynecity.com

Project title: Boyne City Hall Video Monitoring System

Governing Body Resolution: Please see attached certified resolution

Project Description: Complete video monitoring system for the new City Hall building which includes Police, Fire, EMS, and all City Operations offices.

Total Project Cost: \$9820

Total Grant Request: \$5000

Local Project Funding: \$4820

Last RRGP Grant: July, 2012

How Grant Funds Used: The grant will be used directly to offset the purchase cost of this Video Monitoring System, including 16 inside and outside cameras, DVR, desk monitor, wiring and labor to install it. Operation and maintenance will be the responsibility of the City which has the capacity and track record of maintaining its equipment to provide good operation and longer than usual life. This Video Monitoring System will be used to store, manage, view and transfer video files that are captured by multiple cameras placed in and around the City Hall Building.

Measurable Benefits: Video of the City Hall building including the Police, Fire, and EMS Departments will monitor activities in and around the building. With monitoring capabilities inside the Police Department, vandalism and potential threats will be recorded for prosecution and recovery of damage costs, and claims of injury around the building will be reviewable for false or exaggerated claims. This will reduce insurance payouts and liability for the City.

Days to complete: 90 days

Detailed Budget: \$9820 total cost
\$5000 Grant request
\$4820 City contribution

MEMORANDUM

TO: MICHAEL CAIN; CITY MANAGER 

FROM: ANDREW KOVOLSKI; PUBLIC WORKS SUPERINTENDENT 

DATE: 4/7/2017

RE: CRACK SEAL BIDS

Bids were advertised and received for this year's Crack Sealing project on City Streets. Bid packages were also sent to Applied Pavement Marking of Harbor Springs; Scodeller Contracting of Wixom and Fahrner Asphalt Sealers of Bay City.

Bids were received and read from two contractors on April 3, 2017. Bids were received from Fahrner Asphalt Sealers and Applied Pavement Marking. Scodeller Contracting did not submit a bid. Following is a breakdown of the bid pricing:

CONTRACTOR	QUANTITY	UNIT PRICE	TOTAL
Applied Pavement Marking	4.84 miles	\$2,240.00	\$10,938.40
Fahrner Asphalt Sealers	4.73 miles	\$6,354.15	\$30,055.15

Also included in the Bid Specifications this year were quantities required to complete Crack Sealing of all Paved Surfaces at the Airport. Following are the results.

CONTRACTOR	QUANTITY	UNIT PRICE	TOTAL
Applied Pavement Marking	30,000 L.F.	\$.40 L.F.	\$12,000.00
Fahrner Asphalt Sealers	30,000 L.F.	\$.46L.F.	\$14,100.00

Applied Pavement Marking has done this work in the past for the city and have done an excellent job for us. Attached to this memorandum is a copy of their bid submittal.

RECCOMENDATION:

It is my recommendation that the City Commission award the contract for Overband Crack Sealing to Applied Pavement Marking for the amount of \$10,938.40, Airport pavement Crack Sealing for the amount of \$12,000.00 for a total price of \$22,938.40 and authorize the City Manager to sign the required documents. Funds for this work have been allocated in the Street Department and Airport Budgets.

OPTIONS:

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



Approved: _____

Meeting of MINUTES OF THE BOYNE CITY MAIN STREET BOARD REGULAR MEETING
March 2, 2017 HELD ON THURSDAY, MARCH 2, 2017 at 8:30 AM CITY HALL, 364 NORTH LAKE STREET

Call to Order Chair Michelle Cortright called the meeting to order at 8:30 a.m.

Roll Call Present: Michael Cain, Michelle Cortright, Rebecca Harris, Kelsie King-Duff, Pat O'Brien, Don Ryde, Ben Van Dam

Meeting Attendance Absent: Robin Lee Berry, Chris Bandy, Rob Swartz

City Staff: Recording Secretary Jane Halstead, Assistant Planning/Zoning Administrator Patrick Kilkenny

Public: Ashley Cousens, Chamber of Commerce

Excused Absences **Cain moved, Ryde seconded, PASSED UNANIMOUSLY** to excuse Robin Lee Berry, Chris Bandy and Rob Swartz.
MOTION

Approval of Minutes **Cain moved, O'Brien seconded, PASSED UNANIMOUSLY** to approve the February 16, 2017 minutes as written.
MOTION

Citizens Comments None

Correspondence None

Committee Reports **Organization Committee**
Pat O'Brien stated that Bob Alger indicated Boyne Thunder preparation is going smoothly. Kelsie King-Duff said that the first on-line registration opened March 1st and sold out in 7 minutes. On March 15th a second registration will open with 15 spots available.

Director's Report

- Kelsie King-Duff will be in Lansing March 6th and 7th for New Main Street Director's training.
 - The Boyne Bee will be held on March 22nd to benefit the Walk-About Sculpture Show.
 - King-Duff has been working on the new budget with Cain.
 - King-Duff met with Erica Tosch and Becky Harris to discuss the Main Street website. She has been and will continue to update website as needed.
 - Erica Tosch, the Director of the Farmer's Market only wants to manage the farmer's market. She no longer wants to be the assistant to the Main Street Director. King-Duff will be looking to fill the administrative assistant position.
 - King-Duff would like to develop policies for the Committees to follow on how a person gets on a committee and who has voting rights etc. She would also like the Committee to provide a report to the board each month.
 - Kind-Duff and Ashley Cousens of the Chamber met and are sorting out which functions are the responsibility of the Chamber and which are Main Street events.
-

Old Business

Transformation Strategy –Refresh

The Board discussed the recommendations given by the Michigan Main Street for Boyne's Main Street Refresh strategy. Michael Cain advocated for the recreation-based strategy as it provided for new economic opportunities.

Cortright informed the Board that Boyne City recently met the criteria to be designated as a Bronze Ride Center for mountain biking. This aligns well with the recreation based tourism strategy.

MOTION

Cain moved, O'Brien seconded, PASSED UNANIMOUSLY to adopt a Transformation Strategy for 2017 focusing on Recreation Tourism.

Boyne Thunder Final Disbursements

The Board discussed the second disbursement of Boyne Thunder proceeds. Recipient percentages are determined on a yearly basis. The final disbursement which was previously agreed on is: Camp Quality 55%, Main Street 35% and Challenge Mountain at 10%.

MOTION

Cain moved, Van Dam seconded, PASSED UNANIMOUSLY to approve the final disbursement of Boyne Thunder funds as presented.

New Business

National Preservation Month

The Board discussed joining Michigan Main Street in declaring May National Preservation Month.

MOTION

Cain moved, Ryde seconded, PASSED UNANIMOUSLY to approve the recommendation to the City Commission that May be declared National Preservation Month.

Approval of 2017 Façade Grant Policy and Application

The Board reviewed the 2017 Façade Grant Policy & Application. Last fall, the Design Committee made some minor changes to the policy. Patrick Kilkenny stated that the Design Committee wants improvements to be true façade renovations and not just maintenance applications (e.g. paint).

MOTION

Cain moved, O'Brien seconded, PASSED UNANIMOUSLY to approve, as revised, the 2017 Façade Grant Policy & Application.

Approval of Contract with Kecia Freed

The Board discussed the contract with Kecia Freed for graphic design services. The Marketing Committee has been very satisfied with her work – Kecia has done a great job.

MOTION

Cain moved, Ryde seconded, PASSED UNANIMOUSLY to approve the renewal of Kecia Freed's contract under the current terms.

Application for Services

Michigan Main Street offers different services to communities on an application basis. The Board discussed and decided the service that would be most beneficial to Boyne Main Street at this time would be the Market Study Update and Business Recruitment Training.

MOTION

Cain moved, Van Dam seconded, PASSED UNANIMOUSLY to apply to Michigan Main Street for the Market Study Update and Business Recruitment Training.

Open House

Kelsie King-Duff has moved into her new office located inside Fustini's at 120 Water Street. She still has some boxes to unpack. An Open House will be held at a future date still to be determined.

Financial Report Review

The Board reviewed the financial report.

Other

Ashley Cousens announced that Business After Hours will be held at Pat O'Brien & Associates on March 16th from 5:30 to 7:30.

Kilwin's Chocolate underwent some remodeling recently and is currently listed for sale.

Good Of The Order

-
- Michael Cain spoke of the sale of 116 and 118 S Lake Street (the former Sportsman and Little Lena's) to Glen Catt, and the positive impact this will have on the downtown. Catt has no formalized plans for the building as of yet.
 - Cain asked that the Board give some thought to possibly developing property maintenance standards for the city. It would be beneficial to work at improving structures before they get too deteriorated.
 - Construction of the new city facilities is on track.
 - Cortright reported that the Avalanche trail builders will be back on June 20th to continue work at Avalanche. The Black Trail has been approved.
 - Pat O'Brien & Associates has taken over REMAX in Charlevoix.
 - Van Dam said they have opened Boyne Yacht Sales in the Boyne Boat Yard. This year is the 40th anniversary of Van Dam Custom Boats.
 - Don Ryde inquired on the building safety inspections that the Fire Department was offering. Several businesses have participated so far and have given positive feedback.
 - Patrick Kilkenny stated that there will be some more improvements forthcoming for Avalanche through an MPerks grant which was received. A gazebo and trash receptacles are among the improvements.
 - Fundraiser for Leadership Charlevoix County at Boyne City Tap Room 3/2/17 for the Boot Brush Stations.
-

ADJOURNMENT

The Boyne City Main Street Board meeting of March 2, 2017 was adjourned by Chair Michelle Cortright at 9:49 a.m.

Jane Halstead, Recording Secretary



Approved:

MEETING OF March 2, 2017	RECORD OF THE PROCEEDINGS OF THE REGULAR BOYNE CITY PARKS AND RECREATION COMMISSION MEETING HELD AT 6:00 P.M. AT CITY HALL ON MONDAY, MARCH 2, 2017.
CALL TO ORDER	Meeting was called to order by Chair Sheean at 6:00 p.m.
ROLL CALL	Present: Mike Sheean, Jo Bowman, Hugh Conklin, Lisa Alexander and Mike Doumanian Absent: Darryl Parish and Patrick Patoka
**MOTION	Bowman moved, Conklin seconded, PASSED UNANIMOUSLY to excuse the absence of Parish and Patoka
MEETING ATTENDANCE	City Staff: Streets/Parks & Recreation Superintendent Andy Kovolski and Recording Secretary Barb Brooks Public Present: None
APPROVAL OF MINUTES **MOTION	Conklin moved, Bowman seconded, PASSED UNANIMOUSLY , a motion approving the February 6, 2017 meeting minutes as presented.
CITIZENS COMMENTS (on non-agenda items)	None
DIRECTOR'S REPORT	Avalanche warming house will remain open through the weekend for sledding then close for the season. The rink has been closed for a while due to unseasonably warm temperatures.
CORRESPONDENCE	None
REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES	Park Inspection Reports - <ul style="list-style-type: none">• There are more trees down at Avalanche on the paths• Dog Park - The committee's latest fund-raiser brought in over \$500 in donations and are busy planning more activities• Avalanche Bike Trail Update - Discussion regarding signage master plan and signage specifically for the mountain bike trail
UNFINIHSED BUSINESS FY 2017/18 Budget Discussion	Kovolski stated that he has not met with the city manager to go over the Parks & Recreation budget.
Boot Brush Station Update and Location	Brooks updated board members regarding a second station that is being sponsored by the Boyne Valley Lions Club. After discussion, the

general consensus was to place one near the pet waste station at the bottom of the hill and the other near the first tee of the disc golf.

NEW BUSINESS

Parks Brochure / Map

The map example that Parish provided from Oregon was passed around for review. Brooks also supplied an older brochure that was made in house several years ago but hasn't updated, printed or distributed over the last couple years. After looking at both brochures, the board was hoping we could do something in between and asked Kovolski if there would be some funds in the budget for printing costs. Brooks will contact Harbor House Publishing to come up with some cost estimates to bring back to the board.

Board Member Vacancy

The board reviewed a board member volunteer application submitted from Tom Smith. The vacancy was created when Marie Sheets' term expired in December of 2016 and she chose not to serve another term. The board felt Tom would be a good addition to the board. **Doumanian moved, Alexander seconded, PASSED UNANIMOUSLY** a motion to recommend the City Commission appoint Tom Smith to the Parks and Recreation board for a four (4) year term expiring December 31, 2020.

**MOTION

Board Member Resignation

Board member Patrick Patoka submitted a letter of resignation due to his recent change of residence outside of the city limits. Patoka stated he enjoyed his time on the board and if the rule ever changes allowing people outside the city limits, he would serve again. The board thanked Patoka for his service and noted that he will be missed. **Doumanian moved, Alexander seconded, PASSED UNANIMOUSLY** to accept the resignation of Patoka effective at the close of the meeting.

**MOTION

GOOD OF THE ORDER

The subject of allowing businesses to advertise on signs in parks came up for discussion; regarding what if any rules or guidelines were in place and who makes that decision. Some of the questions were is there standard rules for all parks, different rules for each park or is it reviewed on a per project basis. Kovolski will research the subject a little more and report back to the board. Conklin stated that it may come up for discussion specifically for the proposed signage for the mountain bike trail as a way to raise money.

NEXT MEETING

The next regular meeting of the Parks and Recreation Board is scheduled for Thursday, April 6, 2017 at 6 pm at City Hall.

ADJOURNMENT

The March 2, 2017 meeting of the Parks and Recreation Board adjourned at 6:45 p.m.

Barb Brooks, Recording Secretary

Approved March 27, 2017

MUSEUM
CREATIVE INPUT SESSION
BOYNE CITY HISTORICAL COMMISSION

Minutes of March 09, 2017
5:00 p.m.
Boyne City Hall

CALL TO ORDER: 5:02pm

PRESENT: Hewitt, Sansom, Alexander, Dawson

ABSENT: Kelts, Lazarz, Barden

GUEST: Scott Mackenzie, O.J. Atkins, Chris Faulkner, Ward Collins, Bob Morgridge (and spouse), Georganna Monk, Monica Kroondyk, Cliff Carey, Mark Kowalski, Patrick McCleary, Kecia Freed.

SPEAKER: Joe Hines

Staff: Michael Cain, Barb Brooks

Museum Creative Input Session

Hewitt did an introduction for Joe Hines from Project Art & Design.

Joe explained the Conceptual Masterplan (Phase 1) which will involve Space Planning, Content Development and a Schematic Design. Joe will research the history to put together the story that will be shared with our visitors in our new museum location. Expected completion is by the first of July.

Adjournment: 7:40pm



Approved _____

**MEETING OF
March 13, 2017**

**MINUTES OF THE BOYNE CITY ECONOMIC DEVELOPMENT CORPORATION
MEETING DULY CALLED AND HELD ON MONDAY, March 13, 2017 at CITY
HALL ~ 364 N Lake St, Boyne City**

CALL TO ORDER

Chair Gillett called the meeting to order at 12:05 p.m.

ROLL CALL

Present: Kelly Bellant, Michael Cain, Michelle Cortright, Ralph Gillett
Absent: Pat Anzell, Todd Fewins, Pete Friedrich, Marilee Grom, Josette Lory

NO QUORUM

A quorum was not present.

MEETING ATTENDANCE

Staff: Recording Secretary Jane Halstead
Public: Three, including City Commissioners Conklin and Grunch

GENERAL DISCUSSION

Michael Cain stated that there has been a lot inquiry for a lot in the Business Park.
This will be discussed at a future meeting.

ADJOURNMENT

The March 13, 2017 Economic Development Corporation meeting was adjourned at
12:12 p.m.

Jane Halstead, Recording Secretary



Approved: _____

**MEETING OF
March 13, 2017**

**MINUTES OF THE BOYNE CITY LOCAL DEVELOPMENT FINANCE
AUTHORITY MEETING DULY CALLED AND HELD ON MONDAY, March 13,
2017 at City Hall ~ 364 N Lake St, Boyne City**

CALL TO ORDER

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

ROLL CALL

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

NO QUORUM

A quorum was not present.

**MEETING
ATTENDANCE**

Staff: Recording Secretary Jane Halstead
Public: Three, including City Commissioners Conklin and Grunch

**UNFINISHED
BUSINESS**

TIF Renewal

Mac McClelland, Consulting Engineer with Otwell Mawby was present to discuss the final draft of the TIF Renewal. A general discussion took place on expansion of the LDFA boundaries. The general consensus was to leave the boundaries as they currently are. According to McClelland the LDFA District can be amended at any time if it is decided to do so.

McClelland reviewed the Public Facilities and Cost Table and the Tax Capture Table. It was discussed why it is prudent to keep money in the fund balance for future development and the importance of educating the public on the economic impact the park has on the community.

McClelland was asked about the LDFA's relationship to work force housing. He found no justification for, or instances of other business park authorities providing for work force housing.

The LDFA Board will need to pass a resolution recommending the TIF plan prior to the April 25th City Commission meeting so that they may adopt plan. Public notification will be done 20 days prior to that date (by April 5th). To meet these timelines a special LDFA meeting will need to be scheduled.

Budget

Cain reviewed the 2017 budget. He noted that anticipated Property Tax Collections is a flag of concern.

Visitor's Guide Ad Review

The board reviewed the new ad for the business park featuring Northern Logistics which will be placed in the Chamber Business and Visitor's Guide. The board liked the ad.

ADJOURNMENT

The March 13, 2017 Local Development Finance Authority meeting was adjourned at 12:55 p.m.

Pete Friedrich, LDFA Secretary

Jane Halstead, Recording Secretary

Approved: _____

Meeting of March 20, 2017	Record of the proceedings of the Boyne City Planning Commission regular meeting held at Boyne City Hall, 364 North Lake Street, on Monday March 20, 2017 at 5:00 pm.
Call to Order	Vice Chair Frasz called the meeting to order at 5:00 p.m.
Roll Call	Present: Ken Allen, Jason Biskner, George Ellwanger, Chris Frasz, James Kozlowski, Tom Neidhamer, Aaron Place and Joe St. Dennis Absent: None Vacancy: One
Meeting Attendance	City Officials/Staff: Planning and Zoning Administrator Scott McPherson, City Manager Michael Cain, Executive Assistant/Harbor Master Barb Brooks and Recording Secretary Pat Haver Public Present: 98
Consent Agenda **Motion	2017-03-20-03 Ellwanger moved, Neidhamer seconded, PASSED UNANIMOUSLY , a motion to approve the consent agenda; approval of the Planning Commission minutes from January 16, 2017 and February 20, 2017 as presented.
Citizen comments on Non-Agenda Items	The people in attendance felt that the use of a microphone in any large meeting was appropriate.
Reports of Officers, Boards and Standing Committees	None
Unfinished Business	Planning Director McPherson reviewed his staff report that was included in the agenda packet. Back in September of 2016, the Planning Commission held a public hearing on a rezoning application submitted by Ted Macksey to rezone parcels 15-051-026-005-00 and 15-051-026-004-15 from Rural Estate District to Multiple Family Residential District. After this public hearing the Planning Commission passed a motion to recommend to the City Commission that the requested zoning change be approved. The City Commission had a first reading in November 2016. After their review and discussion they passed a motion to schedule a second reading for the application in January 2017. At the second reading questions and concerns were raised by the public about the purpose of the proposed change and all of the possible uses permitted in the MFRD district, and that a more focused application would be a better option; the developer requested the City Commission refer this matter back to the Planning Commission for re-consideration and the City Commission concurred with those thoughts and referred the zoning change back to the Planning Commission which allowed the applicant to amend the original request to conditionally change the zoning of the property. The written conditional offer and conceptual site plan to amend the original request to conditionally change the zoning to MFRD has been submitted by the applicant for review. The conditional offer is self-imposed restrictions that were voluntarily offered by the applicant. You can either accept or reject the conditions; you cannot add/delete or modify the offer in anyway. The conditional rezoning offer and conceptual site plan was provided to the city's department heads and comments have been received from the Water/Wastewater, Streets, Ambulance and Police Departments, which were included in the agenda packet for review. A traffic analysis was also submitted as a requirement of the review. The submitted conditional
600 Jefferson Rezoning Request - referral back from City Commission	

rezoning offer is an amendment to the original request and continuation of that process as the offer specifically identifies and further restricts uses that were possible when the Planning Commission previously considered and recommended approval of this application.

Aaron Place – After the presentation is this for approval or denial, or is there an opportunity for negotiations?

McPherson – It is a recommendation only, you can either recommend or not the conditional offer that was provided by the developer.

Ted Macksey – Property Developer: Gave a review of his credentials and a power point presentation for the project overview including aspects of public utilities, a traffic and soil study, proposed storm water management, housing trends and the need for housing, research and analysis for multifamily housing, existing neighborhood housing photos and conceptual housing styles. He indicated that there is a great need for affordable housing and this proposal reduces the maximum allowable houses from 300 to 212 with a reduction of 10 residences per acre down to 6.8. McPherson read the written offer to the board and audience. The developer must adhere to all of the required zoning district regulations, streets with curb and gutter along with sidewalks to be constructed to city standards, storm water retention to be contained to the site with minimal overflow going into the city's storm water system. Section A will consist of 18.09 acres with a total maximum density of 108 total dwelling units; Section B will consist of the remaining 13.03 acres with a total density of 104 total dwelling units. A 30 ft natural buffer barrier will be maintained around the perimeter of the property. His proposed timeline was reviewed and his intentions are to get it done and producing for the city, residents and community. The infrastructure would be completed; if another recession occurs within the time frame prior to completion, would like to speak to the city about extension to make sure the project was complete. Even with the time frame offered, the City Commission can establish their own time limits, can concur with his offer of time, or can set their own.

Board Discussion

Concerns that sidewalks have not been included in Section A of the conceptual plan provided for tonight's meeting. Macksey indicated the final site plan will have sidewalks for pedestrian foot travel and biking. Due to the amount of discussion for ground water, the board was concerned about retention ponds. McPherson advised that at the time of the site plan review is when DPW Superintendent Kovolski's concerns and suggestions for on-site overflow storm water system retention be looked at. The developers' goal for rental units will ultimately be based on final construction costs, however is looking at rental prices in the range of \$800 to \$850 for 1 bedroom units and upwards to \$1,200 for 3 bedroom units. The projected market value of \$150,000 is for a house that is for sale. Part of this development will be condominiumized with a separate management company handling the apartments. There will be a homeowners association and board. The site plan review is also when the remaining issues and concerns are addressed with ordinance standards to be reviewed along with a detailed proposed development layout complete with infrastructure, storm water retention, landscaping, lighting, street ingress and egress and sidewalks.

Public Comments opened at 6:04 pm

Don Lockman: 226 North St. - Storm water runoff should be a part of the preliminary engineering plan. The proposed price range, can our service employees afford this?

Rod Cortright: property owner - I commend the board and developer for going the conditional rezoning route. Concerns for seasonal high water which can be low at

times, today is above the water table with 100% runoff in some areas, plans are pretty sparse in regards to water retention and even communal open space.

Marilyn Wakefield: 436 North St.- Water is my big issue, every spring I have water that comes into my basement, and I have gone through 15 sump pumps. The proposed rental costs of \$800.00 is more than most mortgage payments, is this affordable, no it is more than most employees make.

Charlie Johnson: 410 Jefferson – You bought the property as is, you could put 120 homes at \$150,000 each is over 18 million dollars, what do you expect to get from us, this is your problem not ours.

Jim Leismer: 406 Vogel St. – There is this type of development just outside of Petoskey, most communities are building outside city limits, not inside the city.

Chris Leismer: 406 Vogel St. – We just bought our place, there is standing water all the time, this is wet lands. We bought because we felt like we were in the country and still in a small town. Traffic study has been done, and it shows that a lot more cars will be going by. Is this the right thing to do here, the market is starting to peak?

Penny Hardy: 437 North St. – We have lived here and paid taxes for 40 years; my concerns are for the roads, Collings is half paved without sidewalks ditches or culverts, Jefferson Street is crumbling and without sidewalks, there is going to be more traffic, concerns for the kids and elderly. The retention pond for Rotary Park is wet until July, we need better control for water runoff. How much green space will be provided for kids to play in? I feel that he should have to pay for a storm system to get rid of all of the water up in the area.

Phil Kessler: 938 Jefferson St. – I attended the recent housing development workshop, the engineering study is just an opinion that was submitted; not a study. Plans should be very specific, if he submits them can he change them? **McPherson** – Absolutely not from the conditional rezoning offer, on the site plan he must indicate type and style of units, if he submits something radically different from his written offer that would not be consistent with what was originally offered.

Mark Fruge': Maddy Lane builder - There are 3 houses on Maddy Lane that are dry due to planning and diversion of water, it needs to be controlled. The city needs to also be responsible, not just the developer to control the water to decide where all of the water will go.

Kyle Marshall: 1214 Nordic Dr. – I am a resident and also representing Magnum Hospitality; Boyne City has a severe lack of affordable homes, the town has grown. Several of my key employees who have very good wages have left because of the lack of housing. We employee upwards to 200 employees with not a lot of places for them to rent, so they are either not applying or leaving, we need this opportunity to grow.

Jay Higgins: 600 East St. – There is a lack of starter homes, maybe people will purchase in this development to open up some of the starter homes.

April Colston: 1123 Jefferson St. – I agree that we need some type of housing, there is nothing in the “middle range”. On Jefferson Street there is no regular police patrol and because of this the teens use this as a short cut to Wildwood Harbor Road, they go really fast and slam on their brakes, there are no curbs or sidewalks in my area, and I am the one that cleans out the storm drains every spring.

Greta Zumbaugh: 526 N. Lake St. – I know how difficult it is to find housing, there is nothing available in the middle price range. There is a need for housing for everyone.

Bonnie Kuhn: Jersey St. – Our area is flooded already 3 times; we need a place for more homes, but not in this place due to all the water problems.

Gail Stanley: Hannah St. – Concerned also about ground water, has the problems been looked into that would occur to the current water and wastewater infrastructure system and can it handle this development's increase?

Ashley Cousens: Boyne Area Chamber Director – Chamber members are telling me that they have available jobs with good wages, however there is no affordable housing, so they are losing employees. There are available jobs in Boyne City in the health care,

manufacturing, service, and professional fields. We need options and we all need to be heard.

Andy Smith: 6 W. Main – I felt like I hit the lottery when my offer was accepted, I tried for 3 years to find affordable rental units and houses to buy, and there is a need for places to live. I understand the water concerns, it can be figured out, and we need to be open to the solutions to solve this problem.

Mike Weeks: lives at the north end of Jefferson Street – Are we small town USA or Chicago or Flint were the studies done for us? In his proposal he indicated “about” 212, I’m uncomfortable with that. **Frasz** – In his proposal he indicated 212 units and he would not be able to go above that.

Frank Minier: 514 W. Michigan St. – The newly created bike path causes more water to flow into my yard, and I pump it into the neighbor’s field. Where does all of the water go once it sits alongside the road in the ditches, we do need housing; maybe not this large. Need to look into the possibility of this development being wetlands.

Kevin Cooper: 336 Vogel St – Concern about the project not being completed due to failure, as he admitted he bailed on other developments.

Dennis Erfourth: 201 Vogel St. – 212 units proposed, why not just build 120 units?

Vi Riley: 625 Jefferson – There is a large ditch across from this development that the ducks like to live in. I also use a sump pump, and the water is why Jefferson is falling apart. Cars are speeding up and down, and there is and will be increased traffic, I agree that we need affordable homes, but this is too many houses, I was prepared for nice 1 family houses, not this.

Bev Stanley: 520 Jefferson – What is affordable for this community?

Bill Sommerfelt: 1145 Jefferson – We do need housing, is this price going to work for our area? A few words make me nervous like density, traffic and speed on Jefferson. What is the current sewer size and can it handle the increase? Rural Estate and 120 units seem like enough; Jefferson street does need to be redone.

Tammy Siwarga: 351 Collings – I have an engineered septic/sewer system in my backyard because sewer was not available at that time, traffic on Collings is dusty now and there will be a lot more traffic making it worse.

Jerry Douglas: 130 Cherry St. – These obstacles can become opportunities. Existing problems may be an opportunity for the city to do something about the water concerns and address housing needs.

Don Lockman: North St. – The County wide storm water ordinance, did the city opt out of it? Do we have protection? **McPherson** – The Charlevoix County Storm Water Ordinance was repealed as the county couldn’t adopt the county wide ordinance. Each municipality had to adopt their own; the city did not adopt their own. Ted Macksey offered to abide by the Charlevoix County Storm Water Ordinance.

Chris Colston: 1123 Jefferson St. – If this moves forward what happens if the units don’t sell, what is the plan do they change or just stop?

Charles Nemec: 538 Jersey St. – Consider how Jefferson and Vogel streets will be torn up further with additional traffic and the heavy haulers. Who will pay to fix the roads? They just are not good enough to handle the extra weight.

Kelly Kruxmeyer: 609 Jefferson St. – Logging trucks are tearing up my driveway and yard. I have concerns for the safety of kids with all of the construction traffic.

Charlie Johnson – Is this a conflict of interest? The city owns land that can have affordable housing on it, spend time and money there and not here.

Marilyn Wakefield – The peewee ball fields are just below my house, who is going to watch out for the children? On the 4th of July the back streets and side streets are so congested, how are the builders going to get around?

Woody Hardy: 437 North St. – Are there any single level dwellings planned? I don’t see them in the drawings.

Andrea Turkovics Jersey St. – Has a wetland study been done and what about preservation if this is a wetland?

McPherson – As part of the site plan review wetland delineation is a requirement and whatever the results are will impact the extent of the development.

Turkovics – Why are the trees coming down now? **McPherson** – It is private property that he owns.

Chris McKay: 404 Vogel St. – Concerned about the amount of traffic, is there anyway that a 4 way stop sign be placed at Jefferson and Vogel Streets? People speed up and down Vogel Street and the police are not doing anything about it. I feel that it is not safe for my new daughter to play in our front yard.

Aleta Runey: 314 N. East St. - I am a renter because I couldn't find housing deemed acceptable to build that didn't need a lot of money to rehab. Everyone knows that we need affordable housing, but do not "want it in my backyard". This proposal will be for the young professionals.

Mike Weeks – Who will be doing the wetland study, will it be an engineering firm outside the city?

John Stevens: Vogel St. - What happened to the Maddy Lane storm drain? Will this remain an easement or road? **Mackey** – Off of Vogel Street, that will be a private road for ingress and egress to the development. Where will the snow go that is plowed? A long time ago, the easement was supposed to be rerouted to the drive when the Brook went in, what happened to that?

Closed public comment at 7:14 pm and the board took a short recess
Board reconvened at 7:20 pm with Board discussion and deliberation

Penny Hardy asked the board to consider the public comments that have been raised in various meetings and give answers to those questions before the decision is made.

Chris Frasz – Asked if additional environmental/soil studies relating to water were going to be done?

McPherson – At the site plan review all of the issues raised including infrastructure and water will be addressed. Water is a concern to me and this commission. The applicant must get a determination if this is a wetland, get documentation and act accordingly. The Tip of the Mitt Watershed Council indicated they don't believe that there are any regulated wetlands on this property. There are hydric soils and issues that need to be addressed. Mark Fowler, the Superintendent of the Water/Wastewater department has reviewed the plans and indicated that there is sufficient capacity in the existing system for water and wastewater disposal. The Police, EMS and DPW department heads have looked at the plans and have given their reviews and opinions. Mr. Macksey indicated that all of the roads would be private, but will meet all of the municipal standards. The excess water overflow can go into the system; however recommended retention must be on site, exact design to be engineered and shown to the city. The traffic analysis that has been done does indicate traffic would increase with the existing zoning; the police would handle any issues that may arise.

Neidhamer – The new road construction in the development will have curb and gutters, sidewalk, treescapes and infrastructure that goes under the roads (water and sewer) the developer will have to pay for and not the city. We have approximately 23 blocks of unpaved streets in town that would cost us in the area of 3 million dollars to bring up to standards that the city just can't afford.

Macksey – This will be a private development and everything will be maintained by the developer and not the city, however, the roads will be open to the public. The board had questions about the request for a 4 way stop at Vogel and Jefferson Streets how does that occur, what about the capacity and excess water going into the storm water system and those issues and open space?

McPherson – All of the specific standards of the ordinance criteria must be met. 40% of the net site is to be open space with active recreational areas for multifamily

developments, which will not include off street parking. A 25 ft setback is required along with the 66 ft wide municipal standards for the interior streets. The conditional rezoning is attached to the land, so if this development is sold, that approval holds true, no one can come in and do something different. The timeline the City Commission can set the limits, can put in benchmarks to be met. In the building process, there is an opportunity for the developer to request an amendment; but it must come back before the Planning Commission and a public hearing, there is no obligation to change. Is the entire infrastructure going to be built all at once? Not sure what the developers' plans are, but that is something that the City Commission can stipulate. Under the current RED zoning, there is not an opportunity for multifamily housing. In the current district there is a minimum dwelling size, with multifamily residential district, the minimum size can be reduced.

At this point in the meeting, Vice Chair Frasz read through the requirements of **Section 2.50 Amendment Criteria.**

- C. For amendment requests to change, create, extend or reduce a mapped zoning district, the Planning Commission and City Commission shall use the following as a guide:
1. The proposed zoning district is more appropriate than any other zoning district, or more appropriate than adding the desired use as a conditional land use in the existing zoning district. ***Yes, to the West is TRD (Traditional Residential District), to the South is RED (Rural Estate District and Conditional Rezoning to multifamily for the Brook), to the East it is RED and to the North it is Rural Residential in Evangeline Township.***
 2. The property cannot be reasonably used as zoned, and the applicant cannot receive a reasonable return on investment through developing the property with one (1) of the uses permitted under current zoning at the time of purchase or at the time of securing legal control of the property. ***Yes it can be; however the market has changed for rural estate lot sizes, there is a larger market for affordable working housing; larger lots are just not moving.***
 3. The proposed zone change is supported by and consistent with the goals, policies and future land use map of the adopted City Comprehensive Plan, including any sub-area or corridor studies. If conditions have changed since the Comprehensive Plan was adopted, as determined by the Planning Commission, the consistency with recent development trends in the area shall be considered. ***Yes, goals of additional housing needs are noted in the Master Plan.***
 4. The proposed zone change is compatible with the established land use pattern, surrounding uses, and surrounding zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values, and is consistent with the needs of the community. ***The site plan is mandated by the zoning district standards which will handle all management/water/infrastructure issues. The traffic study that was done and provided is well below the industry standards. Environmental and water issues have been expressed, should have our own engineering consultant look at the plans. If a developer wants to put water into the storm system, they should pay an impact fee. Soil erosion will be maintained so that the adjacent property owners will not be negatively impacted.***
 5. All the potential uses allowed in the proposed zoning district are compatible with the site's physical, geological, hydrological and other

environmental features. ***The water concerns will be taken care of at the cost of the development, and again will be addressed at the site plan review. Suggested that our own independent review be done.***

6. The change would not severely impact traffic, public facilities, utilities, and the natural characteristics of the area, or significantly change population density, and would not compromise the health, safety, and welfare of the City. The Planning Commission may require a general impact assessment in accordance with the requirements of this Ordinance if it determines the proposed zoning change could have a negative impact upon traffic, public facilities, utilities, natural characteristics, populations' density, or other concerns. A traffic impact study in accordance with the requirements of this Ordinance shall be required if the proposed rezoning district permits uses that could generate one hundred (100) or more directional trips during the peak hour, or at least one thousand (1,000) trips per day more than the majority of the uses that could be developed under current zoning. ***The traffic impact study has already been completed, and it shows that the increase in traffic is significantly below industry standards for the current and proposed zoning districts, it was not available at this last meeting, however, has been made available for the City Commission's review. The current water and sewer facilities have enough capacity to handle this development, the developer will be responsible solely for the utilities.***
7. The rezoning would constitute and create an isolated and unplanned spot zone granting a special privilege to one landowner not available to others. ***No***
8. The change of present district boundaries is consistent in relation to existing uses, and construction on the site will be able to meet the dimensional regulations for the proposed zoning district listed in the Schedule of Regulations. ***Yes, all standards must be met prior to plan approval.***
9. There has been a change of conditions in the area supporting the proposed rezoning. ***Yes, there is a need for additional housing.***
10. Adequate sites are neither properly zoned nor available elsewhere to accommodate the proposed uses permitted in the requested zoning district. ***There are no other undeveloped multifamily residential district sites.***
11. There was a mistake in the original zoning classification. ***N/A***
12. The request has not previously been submitted within the past one (1) year, unless conditions have changed or new information has been provided. ***N/A***

The Planning Commission does have the ability to establish a performance bond (surety) as a part of the site plan review in order to have access to funds available to complete the project if it should stall/fail or not be accomplished in the stated time frame. The board hopes the developer has been listening to all of the public and board concerns and comments, and it is this board's position to hold the developer to the strict requirements during the site plan review.

With no further board discussion, ***motion by Ellwanger, seconded by Allen*** the recommendation to the City Commission to approve the conditional rezoning request by Macksey Built Properties, Inc. within the conditional rezoning written offer.

****Motion**

2017-03-20-6

Roll Call:
Aye: Allen, Ellwanger, Frasz, Neidhamer and St. Dennis
Nay: Biskner, Kozlowski and Place
Absent: None
Vacancy: One
Motion Carries

New Business
Planning Commission
board vacancy

There is a need to fill a vacancy when Jane MacKenzie resigned from the board in January. In the agenda packets were 3 applications from interested residents: Jerry Douglas, Michael Lemay and Lynn Murray. Vice Chair Frasz called upon the applicants to give the board a brief introduction. Jerry Douglas left earlier in the meeting due to a recent hand injury and discomfort he was experiencing, Michael Lemay was not in attendance and Lynn Murray reviewed his qualifications and stated his desire to serve has not changed from the 2015 meeting he attended.

****Motion**

Motion by Place to recommend to the City Commission the appointment of Lynn Murray to fill the vacancy on the Planning Commission. This motion failed for the lack of support.

The board would like to speak with all of the applicants prior to making a decision to fill the available position as some of the board members were familiar with Jerry and none of them knew Michael. They felt bad that this item was placed at the end of the agenda with one applicant leaving due to health reasons and one stayed the entire meeting, and have asked staff to create some type of protocol for review in the future if the need arises again to fill a vacancy. They will place this matter on unfinished business for next month and reach out to the applicants to attend if still interested.

Staff Report

There are some upcoming training opportunities:

- March 30th from 6 to 9 pm – Webinar on Medical Marijuana Law
 - March 22nd Planning & Zoning Essentials in Traverse City
 - April 2nd Networks Northwest Local Government Summit in Traverse City
 - May and June RAC Best Practice training all day classes
-

Good of the Order

Ken Allen attended the Medical Marijuana work session in St. Ignace recently and indicated it was a very informative class, and was glad he went.

Adjournment

The next regular meeting of the Boyne City Planning Commission is scheduled for Monday, April 17, 2017 at 5:00 pm in the Honeywell Meeting Room.

****Motion**

2017-03-20-10
Kozlowski moved, St. Dennis seconded, PASSED UNANIMOUSLY a motion to adjourn the March 20, 2017 meeting at 8:47 p.m.

Vice Chair Chris Frasz

Recording Secretary Pat Haver

BOYNE CITY HISTORICAL COMMISSION

Minutes of March 27, 2017
6:30 pm
City Hall

CALL TO ORDER: 6:30 PM

PRESENT: Barden, Sansom, Hewitt, Dawson, Alexander.

ABSENT: Lazarz, Kelts

GUEST: Joe Hines, Project Arts & Ideas.

APPROVAL OF MINUTES: Minutes of the December 19, 2016, February 27, 2017, March 9, 2017 meetings, Dawson approved all as written, Hewitt second, all ayes.

OLD BUSINESS:

- A. Discussion of coffee mug order, motioned by Alexander to order 300 coffee mugs, second by Sansom, all ayes.

NEW BUSINESS:

- A. Board review of application from April Raycraft, motioned by Dawson to accept, second by Alexander, all ayes. Recommendation will be sent to city commission for final approval.
- B. Review museum process check list. Hugh Conklin has a contact that could help us with the 501C3 and fundraising, Kecia will make contact with this person and set up a time for the board to meet with him. Kecia will have an informational packet put together to hand out to new members of the 501C3.
- C. Budget review, Hewitt gave a brief update on our new budget for FYE 2018. Further discussion will be held at our next meeting.

CITIZENS COMMENTS:

None

COMMUNICATIONS:

None.

GOOD OF THE ORDER:

None

Next Meeting: Special meeting April 17, 2017 tentative date if needed at 7:00.

Adjourned: 7:03 pm.

DRAFT

Agenda Item 7H

BOYNE CITY HISTORICAL COMMISSION
In Put Session

Minutes of March 27, 2017
7:00 pm
City Hall

CALL TO ORDER: 7:05 PM

Hewitt introduced Joe Hines with Project Arts & Designs. Joe discussed our outline that we will be following in researching our museum artifacts and input from locals providing us a story line for our Boyne City history.

Historical Commission had a quorum present

Boyne City Commission had a quorum present

No decisions were made by either board.

Adjournment: 10:00 pm

CITY OF BOYNE CITY

To: Michael Cain, City Manager



From: Scott McPherson, Planning Director



Date: April 11, 2017

Subject: Zoning Protest Petition



A protest petition has been submitted in regards to the Macksey Built Properties zoning amendment request. The Michigan Zoning Enabling Act and the City of Boyne City Zoning Ordinance provides for the submittal of a protest petition prior to vote of the legislative body on a amendment to the zoning ordinance. The petition signature and voting requirements of the Act and Ordinance are identical and are as follows:

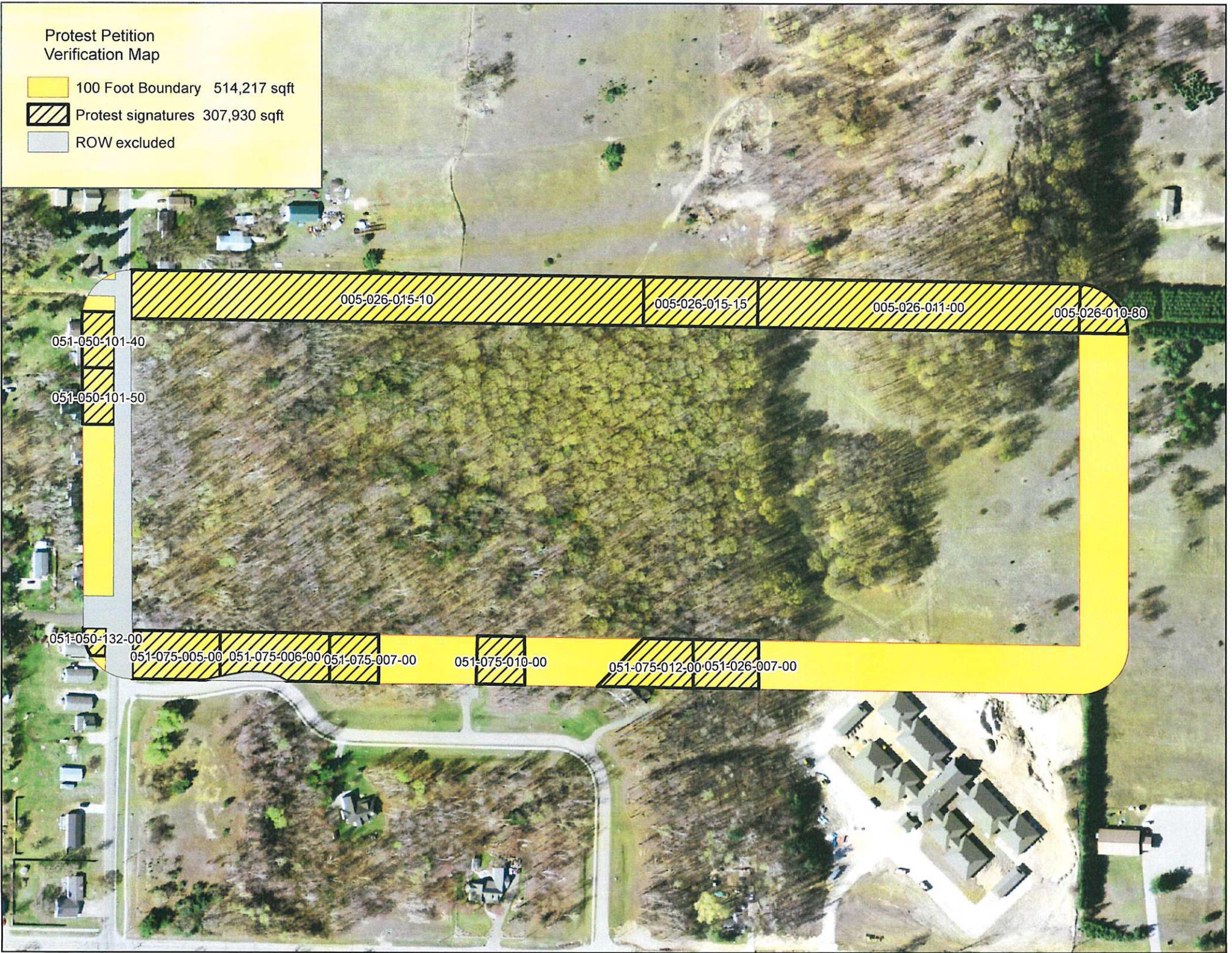
Upon presentation of a protest petition meeting the requirements of this subsection, an amendment to a zoning ordinance which is the object of the petition shall be passed only by a two-thirds (2/3) vote of the legislative body. The protest petition shall be presented to the legislative body before final legislative action on the amendment and shall be signed by one (1) of the following:

- a. The owners of a least twenty percent (20%) of the area of land included in the proposed change.*
- b. The owners of at least twenty percent (20%) of the area of land included within an area extending outward one-hundred (100) feet from any point on the boundary of the land included in the proposed change.*

The signatures and land area have been verified and the submitted petition meets the requirements of the Act and the Ordinance to enact the 2/3 vote requirement. The attached map shows the 100 foot boundary from the subject parcels and the property of the petition signatories.

Protest Petition
Verification Map

-  100 Foot Boundary 514,217 sqft
-  Protest signatures 307,930 sqft
-  ROW excluded



Rezoning Protest Petition

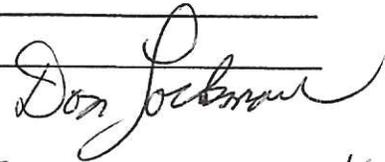
Date April 7, 2017

Contact Person DON LOCKMAN

Address 226 NORTH ST.

City BOYNE State M. Zip 49712

Telephone 231-582-7127



Rezoning case being protested 600 Jefferson St - MacKesy-Built Properties Inc

Applicant name Ted MacKesy

Reason for Petition: If a valid protest petition is filed in opposition to a zoning request, The City Council cannot approve the request unless it does so by a vote of two-thirds of all Council members.

See state law below:

125.3403 Amendment to zoning ordinance; filing of protest petition; vote.

Sec. 403. (1) An amendment to a zoning ordinance by a city or village is subject to a protest petition as required by this subsection. If a protest petition is filed, approval of the amendment to the zoning ordinance shall require a 2/3 vote of the legislative body, unless a larger vote, not to exceed a 3/4 vote, is required by ordinance or charter. The protest petition shall be presented to the legislative body of the city or village before final legislative action on the amendment and shall be signed by 1 or more of the following:

- (a) The owners of at least 20% of the area of land included in the proposed change.
- (b) The owners of at least 20% of the area of land included within an area extending outward 100 feet from any point on the boundary of the land included in the proposed change.

(2) Publicly owned land shall be excluded in calculating the 20% land area requirement under subsection (1).

History: 2006, Act 110, Eff. July 1, 2006.

RECEIVED
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 BY: [Signature] 2:42 PM

Rezoning Protest Petition

Rezoning Case Being Protested: 600 Jefferson St.- Macksey-Built Properties Inc.

Applicant Name: Ted Macksey Property No.(s) 051-026-005-00 and
051-026-004-15

Statement of Opposition

We, the undersigned property owners, hereby protest the proposed rezoning shown above from the Rural Estate zoning district(s) to the Multiple Family Residential zoning district(s).

The reason(s) for this protest is/are: Population density too high, Increase in traffic, Property values may go down, Possible wetland destruction, Drainage problems could result in homeowners and city having to pay costs of repair and infrastructure, Excess lighting and noise in an area of single family homes

Print Name (clearly): JEFFREY F & RUTHANIN PORTER Date: 3-8-17
Description or Parcel # of Parcel(s) Owned: 005-026-015-10, 005-026-015-15 + 005-026-011-00
Signature: [Signature]
Address: 620 Jefferson St, Boyne City, MI 49712

Print Name (clearly): KEVIN D LOCKMAN Date: 3/17/2017
Description or Parcel # of Parcel(s) Owned: 005-026-010-80
Signature: [Signature]
Address: 01285 Oak Street, Boyne City, MI 49712

Print Name (clearly): Stevens Victor L. + Joan E. Date: 3-8-17
Description or Parcel # of Parcel(s) Owned: 051-026-007-00
Signature: [Signature]
Address: 649 Vogel Street, Boyne City, MI 49712

Print Name (clearly): John F & Katherine Birmingham Date: 4/6/2017
Description or Parcel # of Parcel(s) Owned: 051-075-012-00
Signature: [Signature]
Address: 611 Maddy Lane (PO Box 943) Boyne City, MI 49712

Print Name (clearly): Viola C. Riley Trust Date: 3-8-17
Description or Parcel # of Parcel(s) Owned: 051-050-101-50
Signature: [Signature]
Address: 625 Jefferson, Boyne City, MI 49712

Print Name (clearly): Tom & Sara Shifrin Date: 3/8/2017
Description or Parcel # of Parcel(s) Owned: 051-050-101-40
Signature: [Signature]
Address: 627 Jefferson, Boyne City, MI 49712

Rezoning Protest Petition

Rezoning Case Being Protested: 600 Jefferson St.- Macksey-Built Properties Inc.

Applicant Name: Ted Macksey Property No.(s) 051-026-005-00 and
051-026-004-15

Statement of Opposition

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Print Name (clearly): Julie Hawkins Date: 3/19/17
Description or Parcel # of Parcel(s) Owned: 051-050-132-00
Signature: [Signature]
Address: 555 Jefferson Boyne City MI 49712

Print Name (clearly): Parsons Ventures LLC Date: 3/22/17
Description or Parcel # of Parcel(s) Owned: 15-051-075-005-00 15-051-075-007-00 15-051-075-006-00 15-051-075-010-00
Signature: Michael E. Gabos - MEMBER/LLC (MICHAEL E. GABOS)
Address: 123 W Michigan Boyne City, MI 49712

Print Name (clearly): _____ Date: _____
Description or Parcel # of Parcel(s) Owned: _____
Signature: _____
Address: _____

Print Name (clearly): _____ Date: _____
Description or Parcel # of Parcel(s) Owned: _____
Signature: _____
Address: _____

Print Name (clearly): _____ Date: _____
Description or Parcel # of Parcel(s) Owned: _____
Signature: _____
Address: _____

Print Name (clearly): _____ Date: _____
Description or Parcel # of Parcel(s) Owned: _____
Signature: _____
Address: _____

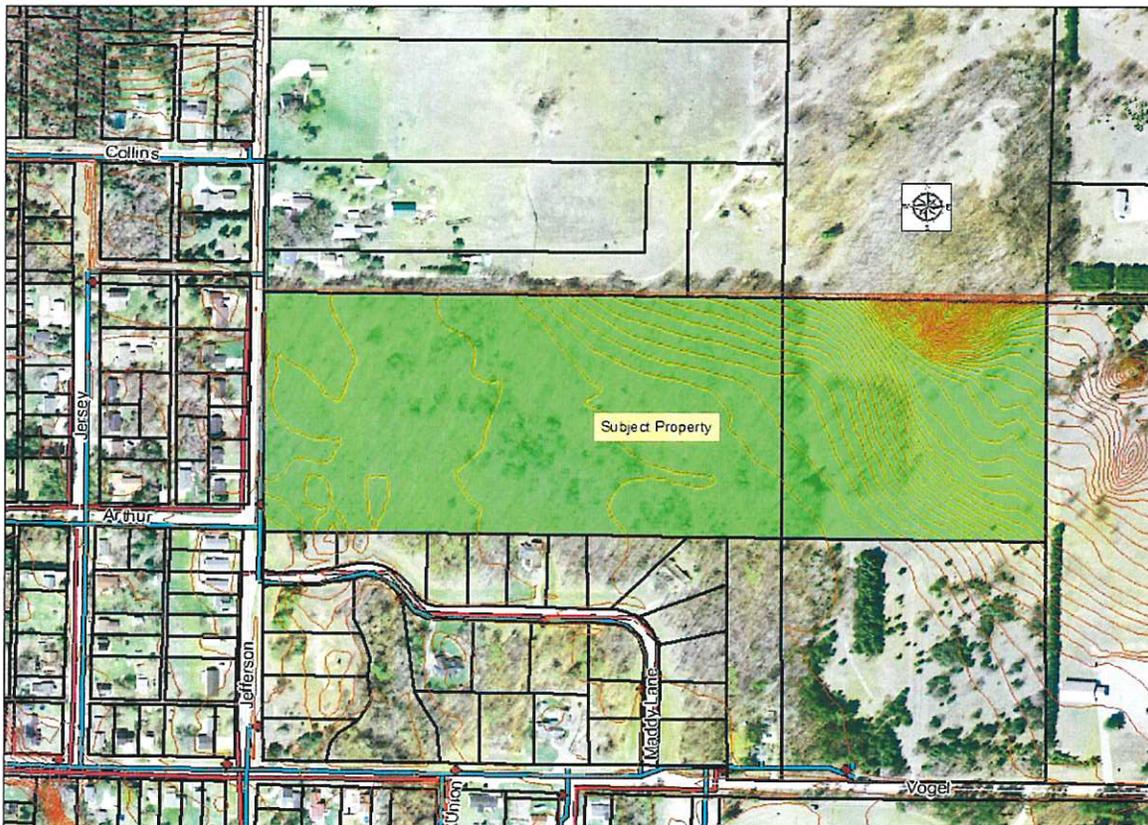
CITY OF BOYNE CITY

To: Mike Cain, City Manager *Mc*
From: Scott McPherson, Planning Director *SM*
Date: April 11, 2017
Subject: Macksey Conditional Rezoning Second Reading



Background

On September 19, 2016 the Planning Commission held a public hearing on a rezoning application submitted by Ted Macksey to rezone parcels 15-051-026-005-00 and 15-051-026-004-15 from Rural Estate District (RED) to Multiple Family Residential District (MFRD). The parcels are located at 600 Jefferson Street. Parcel 026-005-00 is approximately 20 acres with 660' of frontage on Jefferson Street and measures 1,300 feet deep. Parcel 026-004-15 which is adjacent to the east of 026-005-00 is approximately 10 acres and measure 660ft x 660ft.



The properties to the north are in Evangeline Township and are zoned Rural Residential and being used for single family dwellings. The property to the east is in the City of Boyne City and zoned RED and being used for a church. To the south properties are zoned RED being used for single family dwellings and conditionally zoned MFRD being used for group senior and assisted living. The properties to the west are zoned Traditional Residential District (TRD) and is being used for single family dwellings. Public sewer and water are located adjacent to the subject

property on Jefferson Street. The subject parcel is currently vacant, with majority of the parcel covered with mature forest. On the eastern quarter of the property there is a significant slope and an elevation change of over 40 feet.

Discussion

After the public hearing the Planning Commission reviewed the amendment criteria of the Boyne City Zoning Ordinance section 2.50 and passed a motion to recommend to the City Commission that the requested zoning change be approved. The application was submitted to the City Commission for a first reading on November 15, 2016. After review and discussion of the application the City Commission passed a motion to schedule second reading for the application on January 10, 2017.

Prior to the second reading it became apparent that there were a variety of questions and concerns being raised by the public about the purpose of the proposed change and all the possible uses that are permitted in the MFRD district. To try and address these concerns the applicant consulted with staff and indicated that a more focused application would be a better option moving forward. Given the fact that a wide variety of uses that could be permitted under the MFRD are not being considered by the developer, a conditional rezoning application appeared to be a more appropriate application in this case. The City Commission concurred with the request and referred the zoning change back to the Planning Commission to allow the applicant to amend the original request to conditionally change the zoning of the property to MFRD.

Subsequently the applicant submitted a written conditional offer and conceptual site plan to amend the original request to conditionally change the zoning to MFRD. The offer and conceptual site plan was reviewed by City Staff and the comments on the proposal from the Boyne City Police, Chief, Ambulance Director, Department of Public Works Superintendent and Water-Wastewater Superintendent have been attached for your reference. The amended application was reviewed by the Planning Commission on March 20, 2017, and a motion was passed recommending approval of the conditional rezoning application. The minutes of that meeting have been attached for your reference.

Process

In accordance with the Michigan Zoning Enabling Act and the Boyne City Zoning Ordinance Section 2.40 Amendment Procedures, a public hearing was held by the Planning Commission on September 19, 2016, and after reviewing the Amendment Criteria as required by the Boyne City Zoning Ordinance Section 2.50 (C), the Planning Commission recommended approval of the proposed the proposed zoning ordinance map amendment. The proposed amendment was submitted to the City Commission for a First Reading on November 15, 2016 and the proposed amendment was reviewed and the Commission approved a motion to schedule a second reading. As required by the Boyne City Charter, ordinance amendments cannot be adopted until at least one month after the meeting it is introduced and the request was scheduled for a second reading on January 10, 2017. At the second reading, at the request of the applicant the application was referred back to the Planning Commission for the purpose of submitting an amended application for a conditional rezoning to MFRD. The amended application for conditional rezoning to MFRD was reviewed by the Planning Commission on March 20, 2017, and recommended for approval. In reviewing a proposed zoning map amendment the Commission should review the Boyne City Zoning Ordinance criteria as listed in section 2.50(C) as a guide in making a

decision. A draft Conditional Rezoning Agreement has also been attached and is submitted for your review and consideration. Section 2.50 (C) is as follows:

Section 2.50 Amendment Criteria.

- C. For amendment requests to change, create, extend or reduce a mapped zoning district, the Planning Commission and City Commission shall use the following as a guide:
1. The proposed zoning district is more appropriate than any other zoning district, or more appropriate than adding the desired use as a conditional land use in the existing zoning district.
 2. The property cannot be reasonably used as zoned, and the applicant cannot receive a reasonable return on investment through developing the property with one (1) of the uses permitted under current zoning at the time of purchase or at the time of securing legal control of the property.³ The proposed zone change is supported by and consistent with the goals, policies and future land use map of the adopted City Comprehensive Plan, including any sub-area or corridor studies. If conditions have changed since the Comprehensive Plan was adopted, as determined by the Planning Commission, the consistency with recent development trends in the area shall be considered.
 4. The proposed zone change is compatible with the established land use pattern, surrounding uses, and surrounding zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values, and is consistent with the needs of the community.
 5. All the potential uses allowed in the proposed zoning district are compatible with the site's physical, geological, hydrological and other environmental features.
 6. The change would not severely impact traffic, public facilities, utilities, and the natural characteristics of the area, or significantly change population density, and would not compromise the health, safety, and welfare of the City. The Planning Commission may require a general impact assessment in accordance with the requirements of this Ordinance if it determines the proposed zoning change could have a negative impact upon traffic, public facilities, utilities, natural characteristics, population's density, or other concerns. A traffic impact study in accordance with the requirements of this Ordinance shall be required if the proposed rezoning district permits uses that could generate one hundred (100) or more directional trips during the peak hour, or at least one thousand (1,000) trips per day more than the majority of the uses that could be developed under current zoning. *(This requirement was met and was submitted at the first reading)*
 7. The rezoning would constitute and create an isolated and unplanned spot zone granting a special privilege to one landowner not available to others.
 8. The change of present district boundaries is consistent in relation to existing uses, and construction on the site will be able to meet the dimensional regulations for the proposed zoning district listed in the Schedule of Regulations.

9. There has been a change of conditions in the area supporting the proposed rezoning.
 10. Adequate sites are neither properly zoned nor available elsewhere to accommodate the proposed uses permitted in the requested zoning district.
 11. There was a mistake in the original zoning classification.
 12. The request has not previously been submitted within the past one (1) year, unless conditions have changed or new information has been provided.
- D. Any amendment for the purpose of conforming to a decree of a court of competent jurisdiction shall be adopted by the City Commission and published, without necessity of a public hearing or referral thereof to any other board or agency.

Recommendation

Given the variety of uses that could be permitted under the MFRD, many of which are not being considered by the developer, a conditional rezoning is the appropriate application in this case. The submitted application specifically identifies the types of housing that are being proposed and forsakes all other uses. Additional housing options in the City and region are a demonstrated need and developing housing diversity is a goal of the City master plan and one of the adopted goals of the City Commission. This application is consistent with those needs and goals and existing City infrastructure and services can sufficient the proposed development. If approved, a Final Development Plan must be approved by the Planning Commission. A Final Development Plan would address all the specific project details and conditions to mitigate possible impacts of the development and a performance guarantee are required as part of that process. Based on these facts it is being recommended that the application for the conditional rezoning be approved.

Options

1. Approve the conditional rezoning as submitted.
2. Postpone decision to a future date.
2. Deny the request.
3. Refer back to the Planning Commission for further review.
3. Other options as determined by the City Commission.

Approved: _____

**Meeting of
March 20, 2017**

Record of the proceedings of the Boyne City Planning Commission regular meeting held at Boyne City Hall, 364 North Lake Street, on Monday March 20, 2017 at 5:00 pm.

Call to Order

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

Roll Call

Present: Ken Allen, Jason Biskner, George Ellwanger, Chris Frasz, James Kozlowski, Tom Neidhamer, Aaron Place and Joe St. Dennis
Absent: None
Vacancy: One

Meeting Attendance

City Officials/Staff: Planning and Zoning Administrator Scott McPherson, City Manager Michael Cain, Executive Assistant/Harbor Master Barb Brooks and Recording Secretary Pat Haver
Public Present: 98

**Consent Agenda
Motion

2017-03-20-03
Ellwanger moved, Neidhamer seconded, PASSED UNANIMOUSLY, a motion to approve the consent agenda; approval of the Planning Commission minutes from January 16, 2017 and February 20, 2017 as presented.

**Citizen comments on
Non-Agenda Items**

The people in attendance felt that the use of a microphone in any large meeting was appropriate.

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

None

Unfinished Business

**600 Jefferson Rezoning
Request - referral back
from City Commission**

Planning Director McPherson reviewed his staff report that was included in the agenda packet. Back in September of 2016, the Planning Commission held a public hearing on a rezoning application submitted by Ted Macksey to rezone parcels 15-051-026-005-00 and 15-051-026-004-15 from Rural Estate District to Multiple Family Residential District. After this public hearing the Planning Commission passed a motion to recommend to the City Commission that the requested zoning change be approved. The City Commission had a first reading in November 2016. After their review and discussion they passed a motion to schedule a second reading for the application in January 2017. At the second reading questions and concerns were raised by the public about the purpose of the proposed change and all of the possible uses permitted in the MFRD district, and that a more focused application would be a better option; the developer requested the City Commission refer this matter back to the Planning Commission for re-consideration and the City Commission concurred with those thoughts and referred the zoning change back to the Planning Commission which allowed the applicant to amend the original request to conditionally change the zoning of the property. The written conditional offer and conceptual site plan to amend the original request to conditionally change the zoning to MFRD has been submitted by the applicant for review. The conditional offer is self-imposed restrictions that were voluntarily offered by the applicant. You can either accept or reject the conditions; you cannot add/delete or modify the offer in anyway. The conditional rezoning offer and conceptual site plan was provided to the city's department heads and comments have been received from the Water/Wastewater, Streets, Ambulance and Police Departments, which were included in the agenda packet for review. A traffic analysis was also submitted as a requirement of the review. The submitted conditional

rezoning offer is an amendment to the original request and continuation of that process as the offer specifically identifies and further restricts uses that were possible when the Planning Commission previously considered and recommended approval of this application.

Aaron Place – After the presentation is this for approval or denial, or is there an opportunity for negotiations?

McPherson – It is a recommendation only, you can either recommend or not the conditional offer that was provided by the developer.

Ted Macksey – Property Developer: Gave a review of his credentials and a power point presentation for the project overview including aspects of public utilities, a traffic and soil study, proposed storm water management, housing trends and the need for housing, research and analysis for multifamily housing, existing neighborhood housing photos and conceptual housing styles. He indicated that there is a great need for affordable housing and this proposal reduces the maximum allowable houses from 300 to 212 with a reduction of 10 residences per acre down to 6.8. McPherson read the written offer to the board and audience. The developer must adhere to all of the required zoning district regulations, streets with curb and gutter along with sidewalks to be constructed to city standards, storm water retention to be contained to the site with minimal overflow going into the city's storm water system. Section A will consist of 18.09 acres with a total maximum density of 108 total dwelling units; Section B will consist of the remaining 13.03 acres with a total density of 104 total dwelling units. A 30 ft natural buffer barrier will be maintained around the perimeter of the property. His proposed timeline was reviewed and his intentions are to get it done and producing for the city, residents and community. The infrastructure would be completed; if another recession occurs within the time frame prior to completion, would like to speak to the city about extension to make sure the project was complete. Even with the time frame offered, the City Commission can establish their own time limits, can concur with his offer of time, or can set their own.

Board Discussion

Concerns that sidewalks have not been included in Section A of the conceptual plan provided for tonight's meeting. Macksey indicated the final site plan will have sidewalks for pedestrian foot travel and biking. Due to the amount of discussion for ground water, the board was concerned about retention ponds. McPherson advised that at the time of the site plan review is when DPW Superintendent Kovolski's concerns and suggestions for on-site overflow storm water system retention be looked at. The developers' goal for rental units will ultimately be based on final construction costs, however is looking at rental prices in the range of \$800 to \$850 for 1 bedroom units and upwards to \$1,200 for 3 bedroom units. The projected market value of \$150,000 is for a house that is for sale. Part of this development will be condominiumized with a separate management company handling the apartments. There will be a homeowners association and board. The site plan review is also when the remaining issues and concerns are addressed with ordinance standards to be reviewed along with a detailed proposed development layout complete with infrastructure, storm water retention, landscaping, lighting, street ingress and egress and sidewalks.

Public Comments opened at 6:04 pm

Don Lockman: 226 North St. - Storm water runoff should be a part of the preliminary engineering plan. The proposed price range, can our service employees afford this?

Rod Cortright: property owner - I commend the board and developer for going the conditional rezoning route. Concerns for seasonal high water which can be low at

times, today is above the water table with 100% runoff in some areas, plans are pretty sparse in regards to water retention and even communal open space.

Marilyn Wakefield: 436 North St.- Water is my big issue, every spring I have water that comes into my basement, and I have gone through 15 sump pumps. The proposed rental costs of \$800.00 is more than most mortgage payments, is this affordable, no it is more than most employees make.

Charlie Johnson: 410 Jefferson – You bought the property as is, you could put 120 homes at \$150,000 each is over 18 million dollars, what do you expect to get from us, this is your problem not ours.

Jim Leismer: 406 Vogel St. – There is this type of development just outside of Petoskey, most communities are building outside city limits, not inside the city.

Chris Leismer: 406 Vogel St. – We just bought our place, there is standing water all the time, this is wet lands. We bought because we felt like we were in the country and still in a small town. Traffic study has been done, and it shows that a lot more cars will be going by. Is this the right thing to do here, the market is starting to peak?

Penny Hardy: 437 North St. – We have lived here and paid taxes for 40 years; my concerns are for the roads, Collings is half paved without sidewalks ditches or culverts, Jefferson Street is crumbling and without sidewalks, there is going to be more traffic, concerns for the kids and elderly. The retention pond for Rotary Park is wet until July, we need better control for water runoff. How much green space will be provided for kids to play in? I feel that he should have to pay for a storm system to get rid of all of the water up in the area.

Phil Kessler: 938 Jefferson St. – I attended the recent housing development workshop, the engineering study is just an opinion that was submitted; not a study. Plans should be very specific, if he submits them can he change them? **McPherson** – Absolutely not from the conditional rezoning offer, on the site plan he must indicate type and style of units, if he submits something radically different from his written offer that would not be consistent with what was originally offered.

Mark Fruge': Maddy Lane builder - There are 3 houses on Maddy Lane that are dry due to planning and diversion of water, it needs to be controlled. The city needs to also be responsible, not just the developer to control the water to decide where all of the water will go.

Kyle Marshall: 1214 Nordic Dr. – I am a resident and also representing Magnum Hospitality; Boyne City has a severe lack of affordable homes, the town has grown. Several of my key employees who have very good wages have left because of the lack of housing. We employee upwards to 200 employees with not a lot of places for them to rent, so they are either not applying or leaving, we need this opportunity to grow.

Jay Higgins: 600 East St. – There is a lack of starter homes, maybe people will purchase in this development to open up some of the starter homes.

April Colston: 1123 Jefferson St. – I agree that we need some type of housing, there is nothing in the “middle range”. On Jefferson Street there is no regular police patrol and because of this the teens use this as a short cut to Wildwood Harbor Road, they go really fast and slam on their brakes, there are no curbs or sidewalks in my area, and I am the one that cleans out the storm drains every spring.

Greta Zumbaugh: 526 N. Lake St. – I know how difficult it is to find housing, there is nothing available in the middle price range. There is a need for housing for everyone.

Bonnie Kuhn: Jersey St. – Our area is flooded already 3 times; we need a place for more homes, but not in this place due to all the water problems.

Gail Stanley: Hannah St. – Concerned also about ground water, has the problems been looked into that would occur to the current water and wastewater infrastructure system and can it handle this development’s increase?

Ashley Cousens: Boyne Area Chamber Director – Chamber members are telling me that they have available jobs with good wages, however there is no affordable housing, so they are losing employees. There are available jobs in Boyne City in the health care,

manufacturing, service, and professional fields. We need options and we all need to be heard.

Andy Smith: 6 W. Main – I felt like I hit the lottery when my offer was accepted, I tried for 3 years to find affordable rental units and houses to buy, and there is a need for places to live. I understand the water concerns, it can be figured out, and we need to be open to the solutions to solve this problem.

Mike Weeks: lives at the north end of Jefferson Street – Are we small town USA or Chicago or Flint were the studies done for us? In his proposal he indicated “about” 212, I’m uncomfortable with that. **Frasz** – In his proposal he indicated 212 units and he would not be able to go above that.

Frank Minier: 514 W. Michigan St. – The newly created bike path causes more water to flow into my yard, and I pump it into the neighbor’s field. Where does all of the water go once it sits alongside the road in the ditches, we do need housing; maybe not this large. Need to look into the possibility of this development being wetlands.

Kevin Cooper: 336 Vogel St – Concern about the project not being completed due to failure, as he admitted he bailed on other developments.

Dennis Erfourth: 201 Vogel St. – 212 units proposed, why not just build 120 units?

Vi Riley: 625 Jefferson – There is a large ditch across from this development that the ducks like to live in. I also use a sump pump, and the water is why Jefferson is falling apart. Cars are speeding up and down, and there is and will be increased traffic, I agree that we need affordable homes, but this is too many houses, I was prepared for nice 1 family houses, not this.

Bev Stanley: 520 Jefferson – What is affordable for this community?

Bill Sommerfelt: 1145 Jefferson – We do need housing, is this price going to work for our area? A few words make me nervous like density, traffic and speed on Jefferson. What is the current sewer size and can it handle the increase? Rural Estate and 120 units seem like enough; Jefferson street does need to be redone.

Tammy Siwarga: 351 Collings – I have an engineered septic/sewer system in my backyard because sewer was not available at that time, traffic on Collings is dusty now and there will be a lot more traffic making it worse.

Jerry Douglas: 130 Cherry St. – These obstacles can become opportunities. Existing problems may be an opportunity for the city to do something about the water concerns and address housing needs.

Don Lockman: North St. – The County wide storm water ordinance, did the city opt out of it? Do we have protection? **McPherson** – The Charlevoix County Storm Water Ordinance was repealed as the county couldn’t adopt the county wide ordinance. Each municipality had to adopt their own; the city did not adopt their own. Ted Macksey offered to abide by the Charlevoix County Storm Water Ordinance.

Chris Colston: 1123 Jefferson St. – If this moves forward what happens if the units don’t sell, what is the plan do they change or just stop?

Charles Nemec: 538 Jersey St. – Consider how Jefferson and Vogel streets will be torn up further with additional traffic and the heavy haulers. Who will pay to fix the roads? They just are not good enough to handle the extra weight.

Kelly Kruxmeyer: 609 Jefferson St. – Logging trucks are tearing up my driveway and yard. I have concerns for the safety of kids with all of the construction traffic.

Charlie Johnson – Is this a conflict of interest? The city owns land that can have affordable housing on it, spend time and money there and not here.

Marilyn Wakefield – The peewee ball fields are just below my house, who is going to watch out for the children? On the 4th of July the back streets and side streets are so congested, how are the builders going to get around?

Woody Hardy: 437 North St. – Are there any single level dwellings planned? I don’t see them in the drawings.

Andrea Turkovics Jersey St. – Has a wetland study been done and what about preservation if this is a wetland?

McPherson – As part of the site plan review wetland delineation is a requirement and whatever the results are will impact the extent of the development.

Turkovics – Why are the trees coming down now? **McPherson** – It is private property that he owns.

Chris McKay: 404 Vogel St. – Concerned about the amount of traffic, is there anyway that a 4 way stop sign be placed at Jefferson and Vogel Streets? People speed up and down Vogel Street and the police are not doing anything about it. I feel that it is not safe for my new daughter to play in our front yard.

Aleta Runey: 314 N. East St. - I am a renter because I couldn't find housing deemed acceptable to build that didn't need a lot of money to rehab. Everyone knows that we need affordable housing, but do not "want it in my backyard". This proposal will be for the young professionals.

Mike Weeks – Who will be doing the wetland study, will it be an engineering firm outside the city?

John Stevens: Vogel St. - What happened to the Maddy Lane storm drain? Will this remain an easement or road? **Mackey** – Off of Vogel Street, that will be a private road for ingress and egress to the development. Where will the snow go that is plowed? A long time ago, the easement was supposed to be rerouted to the drive when the Brook went in, what happened to that?

Closed public comment at 7:14 pm and the board took a short recess

Board reconvened at 7:20 pm with Board discussion and deliberation

Penny Hardy asked the board to consider the public comments that have been raised in various meetings and give answers to those questions before the decision is made.

Chris Frasz – Asked if additional environmental/soil studies relating to water were going to be done?

McPherson – At the site plan review all of the issues raised including infrastructure and water will be addressed. Water is a concern to me and this commission. The applicant must get a determination if this is a wetland, get documentation and act accordingly. The Tip of the Mitt Watershed Council indicated they don't believe that there are any regulated wetlands on this property. There are hydric soils and issues that need to be addressed. Mark Fowler, the Superintendent of the Water/Wastewater department has reviewed the plans and indicated that there is sufficient capacity in the existing system for water and wastewater disposal. The Police, EMS and DPW department heads have looked at the plans and have given their reviews and opinions. Mr. Macksey indicated that all of the roads would be private, but will meet all of the municipal standards. The excess water overflow can go into the system; however recommended retention must be on site, exact design to be engineered and shown to the city. The traffic analysis that has been done does indicate traffic would increase with the existing zoning; the police would handle any issues that may arise.

Neidhamer – The new road construction in the development will have curb and gutters, sidewalk, treescapes and infrastructure that goes under the roads (water and sewer) the developer will have to pay for and not the city. We have approximately 23 blocks of unpaved streets in town that would cost us in the area of 3 million dollars to bring up to standards that the city just can't afford.

Macksey – This will be a private development and everything will be maintained by the developer and not the city, however, the roads will be open to the public.

The board had questions about the request for a 4 way stop at Vogel and Jefferson Streets how does that occur, what about the capacity and excess water going into the storm water system and those issues and open space?

McPherson – All of the specific standards of the ordinance criteria must be met. 40% of the net site is to be open space with active recreational areas for multifamily

developments, which will not include off street parking. A 25 ft setback is required along with the 66 ft wide municipal standards for the interior streets. The conditional rezoning is attached to the land, so if this development is sold, that approval holds true, no one can come in and do something different. The timeline the City Commission can set the limits, can put in benchmarks to be met. In the building process, there is an opportunity for the developer to request an amendment; but it must come back before the Planning Commission and a public hearing, there is no obligation to change. Is the entire infrastructure going to be built all at once? Not sure what the developers' plans are, but that is something that the City Commission can stipulate. Under the current RED zoning, there is not an opportunity for multifamily housing. In the current district there is a minimum dwelling size, with multifamily residential district, the minimum size can be reduced.

At this point in the meeting, Vice Chair Frasz read through the requirements of **Section 2.50 Amendment Criteria.**

- C. For amendment requests to change, create, extend or reduce a mapped zoning district, the Planning Commission and City Commission shall use the following as a guide:
1. The proposed zoning district is more appropriate than any other zoning district, or more appropriate than adding the desired use as a conditional land use in the existing zoning district. ***Yes, to the West is TRD (Traditional Residential District), to the South is RED (Rural Estate District and Conditional Rezoning to multifamily for the Brook), to the East it is RED and to the North it is Rural Residential in Evangeline Township.***
 2. The property cannot be reasonably used as zoned, and the applicant cannot receive a reasonable return on investment through developing the property with one (1) of the uses permitted under current zoning at the time of purchase or at the time of securing legal control of the property. ***Yes it can be; however the market has changed for rural estate lot sizes, there is a larger market for affordable working housing; larger lots are just not moving.***
 3. The proposed zone change is supported by and consistent with the goals, policies and future land use map of the adopted City Comprehensive Plan, including any sub-area or corridor studies. If conditions have changed since the Comprehensive Plan was adopted, as determined by the Planning Commission, the consistency with recent development trends in the area shall be considered. ***Yes, goals of additional housing needs are noted in the Master Plan.***
 4. The proposed zone change is compatible with the established land use pattern, surrounding uses, and surrounding zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values, and is consistent with the needs of the community. ***The site plan is mandated by the zoning district standards which will handle all management/water/infrastructure issues. The traffic study that was done and provided is well below the industry standards. Environmental and water issues have been expressed, should have our own engineering consultant look at the plans. If a developer wants to put water into the storm system, they should pay an impact fee. Soil erosion will be maintained so that the adjacent property owners will not be negatively impacted.***
 5. All the potential uses allowed in the proposed zoning district are compatible with the site's physical, geological, hydrological and other

environmental features. ***The water concerns will be taken care of at the cost of the development, and again will be addressed at the site plan review. Suggested that our own independent review be done.***

6. The change would not severely impact traffic, public facilities, utilities, and the natural characteristics of the area, or significantly change population density, and would not compromise the health, safety, and welfare of the City. The Planning Commission may require a general impact assessment in accordance with the requirements of this Ordinance if it determines the proposed zoning change could have a negative impact upon traffic, public facilities, utilities, natural characteristics, populations' density, or other concerns. A traffic impact study in accordance with the requirements of this Ordinance shall be required if the proposed rezoning district permits uses that could generate one hundred (100) or more directional trips during the peak hour, or at least one thousand (1,000) trips per day more than the majority of the uses that could be developed under current zoning. ***The traffic impact study has already been completed, and it shows that the increase in traffic is significantly below industry standards for the current and proposed zoning districts, it was not available at this last meeting, however, has been made available for the City Commission's review. The current water and sewer facilities have enough capacity to handle this development, the developer will be responsible solely for the utilities.***
7. The rezoning would constitute and create an isolated and unplanned spot zone granting a special privilege to one landowner not available to others. ***No***
8. The change of present district boundaries is consistent in relation to existing uses, and construction on the site will be able to meet the dimensional regulations for the proposed zoning district listed in the Schedule of Regulations. ***Yes, all standards must be met prior to plan approval.***
9. There has been a change of conditions in the area supporting the proposed rezoning. ***Yes, there is a need for additional housing.***
10. Adequate sites are neither properly zoned nor available elsewhere to accommodate the proposed uses permitted in the requested zoning district. ***There are no other undeveloped multifamily residential district sites.***
11. There was a mistake in the original zoning classification. ***N/A***
12. The request has not previously been submitted within the past one (1) year, unless conditions have changed or new information has been provided. ***N/A***

The Planning Commission does have the ability to establish a performance bond (surety) as a part of the site plan review in order to have access to funds available to complete the project if it should stall/fail or not be accomplished in the stated time frame. The board hopes the developer has been listening to all of the public and board concerns and comments, and it is this board's position to hold the developer to the strict requirements during the site plan review.

With no further board discussion, **motion by Ellwanger, seconded by Allen** the recommendation to the City Commission to approve the conditional rezoning request by Macksey Built Properties, Inc. within the conditional rezoning written offer.

****Motion**

2017-03-20-6

Roll Call:

Aye: Allen, Ellwanger, Frasz, Neidhamer and St. Dennis

Nay: Biskner, Kozlowski and Place

Absent: None

Vacancy: One

Motion Carries

New Business
Planning Commission
board vacancy

There is a need to fill a vacancy when Jane MacKenzie resigned from the board in January. In the agenda packets were 3 applications from interested residents: Jerry Douglas, Michael Lemay and Lynn Murray. Vice Chair Frasz called upon the applicants to give the board a brief introduction. Jerry Douglas left earlier in the meeting due to a recent hand injury and discomfort he was experiencing, Michael Lemay was not in attendance and Lynn Murray reviewed his qualifications and stated his desire to serve has not changed from the 2015 meeting he attended.

****Motion**

Motion by Place to recommend to the City Commission the appointment of Lynn Murray to fill the vacancy on the Planning Commission. This motion failed for the lack of support.

The board would like to speak with all of the applicants prior to making a decision to fill the available position as some of the board members were familiar with Jerry and none of them knew Michael. They felt bad that this item was placed at the end of the agenda with one applicant leaving due to health reasons and one stayed the entire meeting, and have asked staff to create some type of protocol for review in the future if the need arises again to fill a vacancy. They will place this matter on unfinished business for next month and reach out to the applicants to attend if still interested.

Staff Report

There are some upcoming training opportunities:

- March 30th from 6 to 9 pm – Webinar on Medical Marijuana Law
- March 22nd Planning & Zoning Essentials in Traverse City
- April 2nd Networks Northwest Local Government Summit in Traverse City
- May and June RAC Best Practice training all day classes

Good of the Order

Ken Allen attended the Medical Marijuana work session in St. Ignace recently and indicated it was a very informative class, and was glad he went.

Adjournment

The next regular meeting of the Boyne City Planning Commission is scheduled for Monday, April 17, 2017 at 5:00 pm in the Honeywell Meeting Room.

****Motion**

2017-03-20-10

Kozlowski moved, St. Dennis seconded, PASSED UNANIMOUSLY a motion to adjourn the March 20, 2017 meeting at 8:47 p.m.

Vice Chair Chris Frasz

Recording Secretary Pat Haver

CONDITIONAL REZONING OFFER

Property Owner: Macksey-Built Properties, Inc.

City Of Boyne City, Conditional Rezoning Request from Residential Estate District (RED) to Multifamily Residential District (MFRD) for Property commonly known as; 600 Jefferson Street Boyne City, MI 49712, ID Number(s) 051-026-005-00 & 051-026-004-15 legally described as; See attached Exhibit A.

Written Offer:

Macksey-Built Properties is applying for Conditional Rezoning as stated above for the 31.12 acres as shown on the attached drawings by Progressive Associated, Inc. dated 02/15/17. The property and the proposed development will strictly be limited to market rate non-subsidized residential housing use only. Residential housing use is described as, single and two family dwellings and multifamily dwellings, including, but not limited to, apartments, apartment housing, townhouses, terraces, efficiency units and right-of-way houses. All other uses provided in the Multifamily Residential District (MFRD) shall be prohibited.

The property will be split into two sections, hereafter being referred to as "Section A" and "Section B". "Section A" will consist of 18.09 acres. Total density for "Section A" will be no more than 6 dwelling units per gross acre for a total maximum density of 108 total dwelling units. Maximum dwelling units per building in "Section A" will be no more than 8 dwelling units per building. "Section B" will consist of 13.03 gross acres. Total density for "Section B" will be no more than 8 dwelling units per acre for a total maximum density of 104 total dwelling units. Maximum dwelling units per building in "Section B" will be 16 dwelling units per building. Total dwelling units for "Section A" and "Section B" 31.12 acres will be no more than 212 dwelling units or 6.8 units per gross acre. A 30' natural buffer barrier shall be maintained whenever possible around the perimeter of the property, excluding road right of ways, storm drainage detention/retention areas and utility easements.

As described in Article VI Multifamily Residential District (MFRD) of the Boyne City Zoning Ordinance. All Development Requirements described in Section 6.4: A, B, C, D, E, F, G, H2, H3, H4 shall apply. Section 6.4 H1 is excluded and shall be replaced with; the maximum number of dwelling units per acre shall not exceed (6.8). Further, as described in Section 6.4 H2 the development is to be constructed with private streets and shall meet all municipality minimum requirements and standards including but not limited to a minimum right-of-way of sixty six (66) feet. Pedestrian sidewalks shall meet all municipalities' requirements as specified in Article XIX Development Requirements Section 19.40 G. Buildings shall be constructed to meet all municipality standards as specified in Article XXII Design Standards.

The property shall be developed in multiple phases. Within two (2) years of the Signature Date of the Conditional Rezoning Agreement, the First Phase Development Plan shall be submitted to the City Planning Commission. Within six (6) months of approval of the Final Development Plan for the first phase, Developer shall obtain all necessary permits from all City, County and State agencies for site work, extension of all utilities and road construction of the project's first phase. The Developer shall commence construction of the project within six (6) months from obtaining City, County and State permits. The Developer shall have ten (10) years from the date of the First Phase Development Plan final approval to complete the final phase of the development.

Developer: Macksey-Built Properties, Inc.

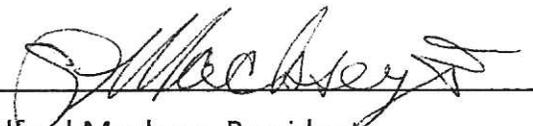
By 
Alfred Macksey, President

Exhibit "A"

Land situated in the State of Michigan, County of Charlevoix, City of Boyne City.

Commencing at a T-iron stake at the South 1/4 corner of Section 26, Township 33 North, Range 6 West; thence along the North and South 1/4 line of said Section on a bearing of North 659.34 feet to a 1/2 inch rod in the centerline of Jefferson Street, being the Point of Beginning of this description; thence continuing along said 1/4 line and along the centerline of Jefferson Street on a bearing of North 659.34 feet to a 1/2 inch rod on the South 1/8 line of said Section; thence along said 1/8 line North 89 degrees 59'29" East 33.00 feet to a 1/2 inch rod on the East line of said street; thence continuing along said 1/8 line North 89 degrees 59'29" East 1294.42 feet to a 1/2 inch rod on the East 1/8 line of said Section; thence continuing along said South 1/8 line, as monumented, South 89 degrees 52'22" East 661.95 feet to a 1/2 inch pipe; thence South 00 degrees 00'56" East 1287.38 feet to a 1/2 inch rod on the North line of Vogel Street; thence continuing South 00 degrees 00'56" East 33.00 feet to the South line of said Section; thence along said Section line and along the centerline of Vogel Street, North 89 degrees 54'52" West 663.24 feet to a 1/2 inch rod on said East 1/8 line; thence along said 1/8 line North 00 degrees 02'27" East 627.43 feet to a 1/2 inch rod; thence North 89 degrees 57'41" West 1293.95 feet to a 1/2 inch rod on the East line of Jefferson Street; thence continuing North 89 degrees 57'41" West 33.00 feet to the Point of Beginning; being a part of the South 1/2 of the Southeast 1/4 of said Section 26. EXCEPTING THEREFROM: Beginning North 89 deg. 13'59" West, along the South section line, 662.97 feet from the Southeast corner of said Section 26; thence continuing North 89 deg. 13'59" West along said South section line, 662.97 feet to the East 1/8 line; thence North 00 deg. 43'02" East, along said East 1/8 line, 656.89 feet; thence South 89 deg. 13'59" East parallel with said South section line, 663.28 feet; thence South 00 deg. 44'40" West along the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 656.89 feet back to the point of beginning.

ALSO HAVING BEEN DESCRIBED AS:

Parcel 1:

The North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 33 North, Range 6 West.

AND

Parcel 2:

The North 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 26, Town 33 North, Range 6 West.

PROPOSED TOTAL AREA "A" & "B" SITE DATA:

TOTAL SITE AREA: 31.12 GROSS ACRES (1,355,587.2 GROSS SQ.FT.)
 PROPOSED ZONING: MFRD - MULTI-FAMILY RESIDENTIAL CONDITIONAL ZONING DISTRICT
 ALLOWED DENSITY UNDER MFRD ZONING: (10) UNITS PER GROSS ACRE / (310) TOTAL UNITS ALLOWED
 PROPOSED TOTAL AREA "A" & "B" DENSITY: (6.8) UNITS PER GROSS ACRE / (212) TOTAL UNITS PROPOSED
 MIN. DWELLING UNIT SIZE: = 500 SQ.FT. MIN. PER DWELLING UNIT

PROPOSED AREA "A" CONDITIONAL ZONED SITE DATA:

AREA "A" SITE AREA: 18.09 GROSS ACRES (788,000.4 GROSS SQ.FT.)
 PROPOSED - TOTAL AREA "A" DENSITY: (6) UNITS PER GROSS ACRE / (108) TOTAL UNITS PROPOSED
 - NO MORE THAN (8) DWELLING UNITS PER BUILDING MAX.

PROPOSED AREA "B" CONDITIONAL ZONED SITE DATA:

AREA "B" SITE AREA: 13.03 GROSS ACRES (567,586.8 GROSS SQ.FT.)
 PROPOSED - TOTAL AREA "B" DENSITY: (8) UNITS PER GROSS ACRE / (104) TOTAL UNITS PROPOSED
 - NO MORE THAN (16) DWELLING UNITS PER BUILDING MAX.

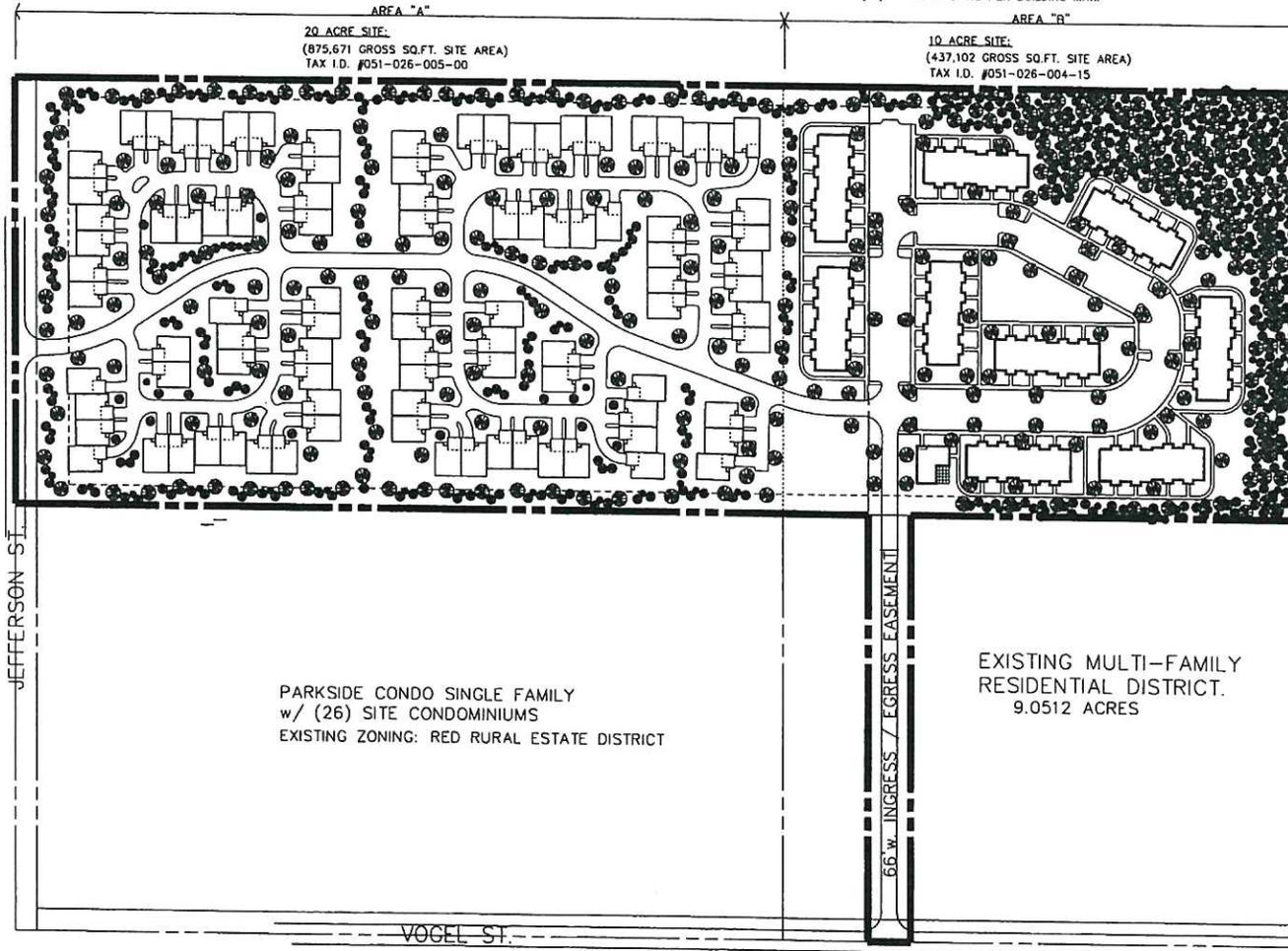
Progressive
Progressive Associates, Inc.
Architects

818 W. Long Lake #250
 Bloomfield Hills, MI 48302
 248 340-1940 Fax 248 340-4820
 Email: pasc@progressiveassociates.com

PROGRESSIVE NORTH L.L.C.
 623 Lakeside Dr. Suite #1
 Farmington, MI 48335
 248 483-9700 Fax 248 483-9299
 Email: rsm@pbarker.com

Issued For
 REVIEW
 01.13.17

EXISTING ZONING: TRD TRADITIONAL RESIDENTIAL DISTRICT



EXISTING ZONING: RED RURAL ESTATE DISTRICT

CONDITIONAL REZONING CONCEPT PLAN

SCALE: 1" = 80'-0"



Project

Proposed Residential
 Development

BOYNE CITY, MICHIGAN

Sheet Title

CONCEPT
 PLAN

Project Number: 17-009

Drawn: CI

Checked: PNP/A

Date: 10.04.16

Sheet Number

SK 1



CITY OF BOYNE CITY VICINITY ZONING MAP



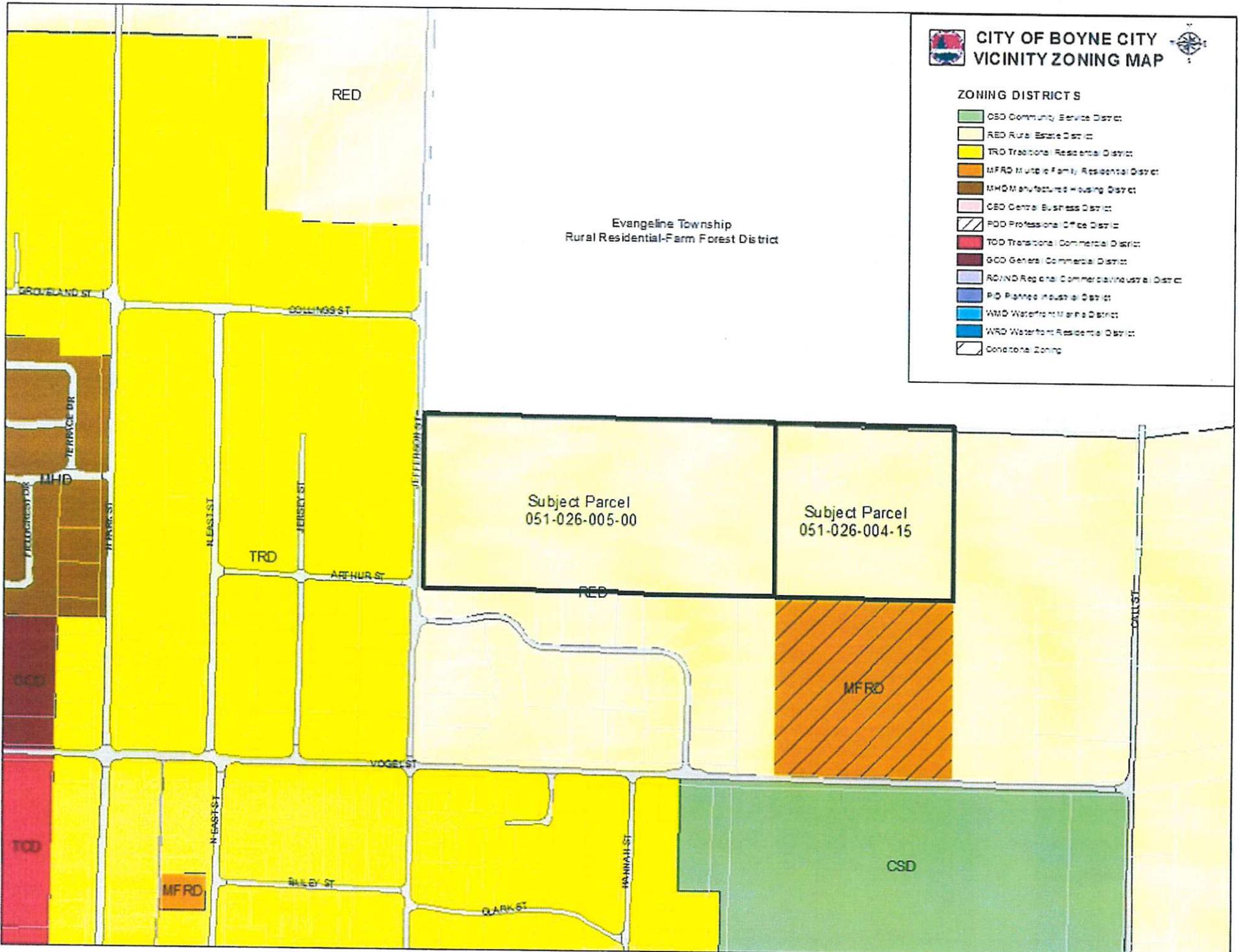
ZONING DISTRICTS

- CSD Community Service District
- RED Rural Estate District
- TRD Traditional Residential District
- MFRD Multiple Family Residential District
- MHD Manufactured Housing District
- CBD Central Business District
- POD Professional Office District
- TOD Transitional Commercial District
- GCD General Commercial District
- RCI/ND Regional Commercial/Industrial District
- PID Planned Industrial District
- WMD Waterfront Marine District
- WRD Waterfront Residential District
- Conditional Zoning

Evangeline Township
Rural Residential-Farm Forest District

Subject Parcel
051-026-005-00

Subject Parcel
051-026-004-15



To: Scott McPherson, Planning&Zoning
From: Mark Fowler, W/WW Superintendent
Date: 3/8/17
Subject: Jefferson St. Development Capacity memo

The water and wastewater systems can handle the capacity of the proposed Jefferson St. Development. There is a 6 inch water and a 6 inch sewer line on Jefferson St.

The proposed development of 212 units would use approximately 63,600 gpd of water with an equal amount entering the wastewater system. That number is based on estimating 3 people per household and the industry standard of 100 gpd of water and wastewater per person.

Scott McPherson

From: Mark Fowler
Sent: Wednesday, March 08, 2017 1:36 PM
To: Scott McPherson
Subject: RE: Capacity memo

Scott

The water system is at about 25% of its capacity Ted's project would only add about 1.5% to the water capacity. The WWTP plant is at about 55% capacity and Ted's project would add about 6% to the WWTP capacity. The water pipe material is PVC. Not sure about the sewer line I will see what I can find out. The sewer and water in Maddy lane were ran in 2001. I think they went up Jefferson at that time to connect it in.

Mark



BOYNE CITY POLICE

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

To: Scott McPherson, Planning Director
 From: Jeff Gaither, Police Chief *Jeff*
 Date: March 14, 2017
 RE: Potential Increased Activity for Police Department

I have looked at the complaint volume for the Police Department during the period of 20012 through 2016. Further, I looked specifically at the complaint volume for several multi-family housing areas in the city.

First, I would like to identify the terminology. In our budget information, we report the number of "Complaints" that we handle. We use the term Complaint, to describe any interaction that has been requested by the public. It may be to report a crime, request information, assist other agencies as well as other calls such as barking dog complaints, parking violations, vehicle unlocks and other services. We record the number of these interactions with the public. This is so we can accurately track our activity levels, and staffing and scheduling needs.

The following is a breakdown by area of the complaints that we handled in the last several years.

Number of complaints at Multi Unit Dwellings by Year

	2016	2015	2014	2013	2012
Parkview Apartments	127	143	112	261	188
Lakeview Apartments	11	10	17	46	26
Litzenberger Place	27	29	34	30	23
Deer Meadows	23	32	27	38	33
Lakeview Village Mobile Home Park	70	69	71	72	63
Spring Harbor Apartments	61	36	53	83	51
Wenonah St	35	17	21	35	19
E Main St (2 BC Housing units)	3	7	12	6	0
The Harborage	11	17	13	24	7
Landings	8	4	8	2	2
Water Street Inn	4	9	6	4	6
Total Complaints for these units	380	373	374	601	418
Total Complaints for Year(all of Boyne City)	4461	4160	4140	4367	4191

Jeff Gaither, Chief of Police

As you can see by the chart, the Police Department handled 4461 complaints in the year 2016. The chart outlines several multi-family housing areas and the number of complaints handled for each one. The total number of complaints handled for the listed properties is 380. This number represents 8% of the total complaints handled for the entire city.

Another way to look at this is, the proposed development will have approximately 211 units. If we just use the 2 properties where we have handled the most complaints, that would total just under 200 complaints for 2016. The total number of units on those two properties is about 248, which is a little more than the new proposed development.

The total number of complaints in 2016 was 4461 and with the population of Boyne City at 3735, that's 1.2 complaints for every person in the City. Using this figure, if the population were to increase by 527 (211 units with 2.5 persons per unit), it would be logical to think our complaints would go up in a similar fashion. That would be about 633 additional complaints. But as shown above, the multi-family developments tend to not generate as many complaints as other areas of the city. This is due in part to many complaints being produced in non-residential areas such as business districts, parks, roads and schools. Predicting complaint numbers is obviously not an exact science, this is just being used for an example.

In 2016, the Police Department handled 301 more complaints than in 2015. The complaint numbers fluctuate somewhat from year to year and you will notice that in 2013, the numbers were higher than the previous and following year. These reasonable increases and decreases have not affected the operations of the Police Department. Again, these are certainly not all crimes. In fact, most are just routine calls for service.

We do not have a backlog of uninvestigated complaints and very infrequently do we stack calls (Have people wait for service while we are on other calls). We have time to assist the public on non-enforcement services like vehicle unlocks, private property vehicle crashes, EMS assists, school visits and other calls that serve our community.

Any additional multi-family developments that would increase the population in the city would certainly increase the volume of calls that the Police Department would be called on to handle. At this time, I believe the potential increase based on the examples stated above would be well within the Police Department's ability to properly handle. Of course at some point, if the crime numbers for the City sharply increase or there is a much larger influx of population or businesses that create a demand for significantly more services, there exists the possibility that staffing levels would have to increase.

March 16, 2017

Scott McPherson
Planning Commission
Boyne City

John M Lamont, Director
Boyne City EMS

RE: Response capabilities in lieu of proposed new development

Currently the Boyne City EMS system licenses 2 Advanced Life Support (ALS) transport vehicles, 2 Basic Life Support (BLS) vehicles, and a rapid response non-transporting ALS vehicle (ECHO). 24/7 two of these vehicles have a scheduled dedicated staff with the other 2 if needed are covered by our community licensed staff. Because of our volunteer nature the vehicles are not always staffed at the station, we then provide immediate response utilizing the ECHO vehicle which is staffed by a paramedic.

Our system responds on an average to 960 requests for assistance annually, transporting approximately 720 of these requests for aid. For the City of Boyne City the requests are approximately 455 annually or approximately 12% of the population accesses the service annually.

The proposed development is slated for 220 to 240 units, anticipating 2.5 residents per unit that would equate to approximately 600 new residents (at maximum capacity). Anticipating the same utilization of service (12%) would approximately add 72 responses annually and or 6 responses per month. The systems total responses would increase to 2.89 requests per day from 2.63, it would not equate to a whole run in a 24 hour shift

Another way to clarify is to consider time on call, average length of call is less than 2 hours. Even if all requests were for transports, the system would increase vehicle utilization from 5.26hrs per 24 hours to 6.18hrs per 24 hours of coverage. This is also not for a single vehicle, as stated at the top of the letter, 24/7 there are 2 ALS trucks staffed with a dedicated crew.

Being an unpredictable service for utilization Boyne City EMS maintains mutual aid agreements with all surrounding ALS systems.

Thank You for taking the time to inquire, I hope this answers your concerns, if I can be of any further assistance please call

MEMORANDUM

TO: SCOTT MCPHERSON; PLANNING DIRECTOR

FROM: ANDREW KOVOLSKI; PUBLIC WORKS SUPERINTENDENT

DATE: 3/17/2017

RE: MACKSEY DEVELOPMENT PLAN

Per our conversation during my review of the above mentioned development plan; I would recommend the following items be considered as required for site storm water:

- Retain as much storm water on site and allow it to percolate in to the ground.
- Pipe any storm water overflow to nearest City Storm Water system.
- Connections to the City Storm Water system shall be reviewed by the Boyne City Public Works Department before construction.

If you have any questions or concerns please contact me at your earliest convenience.

SECTION 1 - TITLE

CONDITIONAL REZONING AGREEMENT

between

Macksey Built Properties, Ted Macksey Owner, 44 N Lake St, Boyne City MI 49712

(the applicant) and the

City of Boyne City, Charlevoix County, Michigan

for the rezoning of property located at

600 Jefferson St, Boyne City, MI. 49712

Property Identification Numbers 15-051-026-005-00 & 15-051-026-004-15

SECTION 2 - PROPERTY AND PARTIES

THIS CONDITIONAL REZONING AGREEMENT is made of this 11th day of April 2017, by Macksey Built Properties, Ted Macksey Owner, 44 N Lake St, Boyne City, MI 49712, herein after referred to as the applicant being the property owner of certain property having the Property Identification Numbers 15-051-026-005-00 & 15-051-026-004-15 and the City of Boyne City, Charlevoix County, Michigan herein after referred to as the City of Boyne City.

SECTION 3 – CONDITIONAL REZONING OFFER

WHEREAS, The applicant being the owners of certain property located at 600 Jefferson St, Boyne City, MI. 49712, Property Identification Numbers 15-051-026-005-00 & 15-051-026-004-15, legally described on the attached Exhibit “A” which is incorporated herein by reference, have petitioned the City of Boyne City for the conditional rezoning of this property from the Rural Estate District (RED) to Multifamily Residential District (MFRD) zoning classification as set forth in the City of Boyne City Zoning Ordinance, effective May 23, 2001, as amended to date, for the purpose of permitting and constructing a residential housing development consisting of single family, two family and multifamily dwellings, including but not limited to, apartments, apartment housing, townhouses, terraces, efficiency units and right-of-way houses, to be served with extensions of municipal sanitary sewer and water systems, private roads and other public and private utilities, all pursuant to federal, state and local rules and regulations as may be applicable and all pursuant to the preliminary plans and narratives attached herein and in such forsaking all other uses that may be permitted by right, by special use permit, or by any other means in the MFRD Zoning Classification.

The parcels shall be divided into two sections, hereafter being referred to as “Section A” and “Section B” and as described and depicted on the Conditional Rezoning Offer and Concept Plan prepared by Progressive Associates Inc., project number 17-009, dated October 4, 2016 and attached as Exhibit “B”. “Section A” will consist of 18.09 acres which will have a maximum density of no more than 6 dwelling units per gross acre for a total maximum density of no more than 108 total dwelling units. Maximum dwelling units per building in “Section A” shall be no more than 8 dwellings per building. “Section B” will consist of 13.03 gross acres which will have a maximum density of 8 dwelling units per acres for a total maximum density of 104 total dwelling units. Maximum dwelling units per building in “Section B” shall be no more than 16 dwellings per building. Total dwelling units for “Section A” and “Section B” totaling 31.12 acres shall be no more than 212 dwelling units for a maximum 6.8 units per acre. A 30’ natural buffer barrier shall be maintained whenever possible around the perimeter of the property, excluding road right of ways, storm drainage detention/retention areas and utility easements.

The proposed residential uses as stipulated shall be compliant with the requirements Article VI Multifamily District of the Boyne City Zoning Ordinance. Specifically, the proposed

development will be compliant with the development requirements as per Section 6.4 A, B, C, D, E, F, G, H2, H3 and H4. The maximum number of dwelling units per acre as stipulated per Section 6.4 H1 shall be reduced to 6.8. Further, as described in Section 6.4 H2 the development is to be constructed with private streets that shall meet all municipality minimum requirements and standards including but not limited to a minimum right-of-way of sixty six (66) feet. Pedestrian sidewalks shall meet all municipalities' requirements as specified in Article XIX Development Requirements Section 19.40G. Buildings shall be constructed to meet all municipality standards as specified in Article XXII Design Standards and be consistent with the conceptual housing styles as shown on the attached Exhibit "C".

SECTION 4- STATUTORY AUTHORITY

WHEREAS, the applicant has requested the conditional rezoning of the subject property to allow for the constructing a residential housing development consisting of single family, two family and multifamily dwellings, for rental or ownership, to be served with extensions of municipal sanitary sewer and water systems, private roads and other public and private utilities, all pursuant to federal, state and local rules and regulations as may be applicable and all pursuant to the preliminary plans and narratives attached herein and in such forsaking all other uses that may be permitted by right, by special use permit, or by any other means in the MFRD Zoning Classification by a contract that stipulates the terms of and conditions for use, of the property under the authority of Section 405 of the Michigan Zoning Enabling Act, P.A. 110 of 2006 (MCL125.404) and Article X of the City of Boyne City Zoning Ordinance, effective May 23, 2001, as amended to date.

SECTION 5 - TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the premises and rights reserved, herein, and in order to accomplish the forgoing purposes, the undersigned hereby agree:

1. To rezone the subject property to allow for the constructing a residential housing development consisting of single family, two family and multifamily dwellings, for rental or ownership, to be served with extensions of municipal sanitary sewer and water systems, private roads and other public and private utilities, all pursuant to federal, state and local rules and regulations as may be applicable and all pursuant to the preliminary plans and narratives attached herein and in such forsaking all other uses that may be permitted by right, by special use permit, or by any other means in the MFRD Zoning Classification.
2. The development as described in the Conditional Rezoning Offer shall be developed in phases subject to the following time frames: Within two (2) years of the signature date of the Conditional Zoning Agreement, the first phase Final Development Plan shall be submitted to the Boyne City Planning Commission. Within six (6) months of approval of the Final Development Plan for the first phase, the applicant shall obtain all necessary permits from all City, County and State agencies for the site work, extension of all utilities and road construction of the project's first phase. The applicant shall commence construction of the project within (6) months from obtaining City, County and State permits. The applicant shall have ten (10) years from the date of the first phase development final approval to complete the final phase of the development.
3. It is understood by all parties that this Conditional Rezoning Offer included in this Conditional Zoning Agreement and all corresponding conditions and limitations were proposed voluntarily by the applicant, and that the City in its review and determination have relied upon the same.

4. The property identified in Exhibit "A" attached hereto shall be developed or used in a manner that conforms to the requirements of the MFRD District and all specific conditions and limitations as incorporated into this Conditional Zoning Agreement.

5. That this Conditional Zoning Agreement shall be binding upon and inure to the benefit of the applicant and landowner and the City of Boyne City, and their respective heirs, successors, assigns receivers or transferees.

6. That if the rezoning becomes void under the Zoning Ordinance no development shall take place and no permits will be issued unless and until a new Zoning District classification for the property has been established or a new rezoning has been approved.

7. That each of the conditions and limitations in the Conditional Zoning Agreement are necessary and reasonably related and roughly proportional in nature and extent to the impact created by the uses or activities authorized in the Zoning Agreement.

8. That no part of the Conditional Zoning Agreement shall permit any activity, use, or condition that would otherwise be prohibited in the Zoning District to which the property is rezoned.

9. That the Conditional Rezoning Concept Plan submitted with and for the Conditional Rezoning offer and referenced herein in Exhibit "B" is conceptual in nature with the intent show the basic layout and design of the development. Prior to the issuance of any permits or commencement of any construction activities, a Final Development Plan, meeting all the requirements as specified by Article XIX Development Requirements, must be approved by the Boyne City Planning Commission and other applicable agencies. The Final Development Plan approved by the Planning Commission shall be incorporated into this document and attached as Exhibit "D".

SECTION 7 - OTHER REPRESENTATIONS AND AGREEMENTS

This Conditional Zoning Agreement constitutes the entire agreement between the parties with respect to the matter set forth herein, and there are no representations, warranties, covenants, or obligations except as set forth herein. This Agreement supersedes all prior contemporaneous agreements, understandings, negotiations statements and discussion, written or oral, of the parties hereto, relating to the matters contemplated by the Agreement.

SECTION 8 - VIOLATION AND ENFORCEMENT

The failure of any party to complain or enforce of any act or omission on the part of another party, no matter how long the same may continue, shall not be deemed to be an acquiescence or waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, or any breach of any provision of this Conditional Zoning Agreement shall be deemed a waiver of a breach of any other provision of this Conditional Zoning Agreement or a consent to any subsequent breach of the same or any other provision of this Conditional Zoning Agreement. If any action by any party shall require the consent or approval of another party(ies), such consent or approval of such action shall not be deemed a consent to or approval of any other provision of this agreement.

SECTION 9- GOVERNING LAW

This Conditional Zoning Agreement shall be governed by the laws of the State of Michigan.

SECTION 10 - DELIVERY OF NOTICES

Notice shall be deemed as given hereunder upon personal delivery to the addresses set forth below, or if properly addressed, one (1) day after depositing such notice, with postage prepaid, in a United States mailbox or one (1) day after depositing such notice in the custody of a nationally recognized overnight delivery service. Notice shall be deemed properly addressed if sent to the following address.

Applicant and Property Owner:

Macksey Built Properties, Ted Macksey Owner, 44 N Lake St, Boyne City, MI 49712

SECTION 11 - SIGNATURE BY FACSIMILE

The parties agree that this Conditional Zoning Agreement may be executed by facsimile or in counterparts, and that all counterparts together, with or without facsimile signatures, shall constitute one integrated agreement and be deemed an original document.

SECTION 12 - RECORDING WITH REGISTER OF DEEDS

This document or Affidavit or Memorandum giving notice of this document shall be recorded with the Charlevoix County and City of Boyne City Register of Deeds Office.

SECTION 13 - PLANNING COMMISSION REVIEW AND PUBLIC HEARING

After proper public notice was given and a public hearing held on September 19, 2016, before the City of Boyne City Planning Commission for a zoning map change of the subject parcels from Rural Estate District to Multifamily Residential District, a motion was duly made and approved as recorded in the minutes of the Planning Commission meeting of March 20, 2017, recommending the City of Boyne City Commissioners approve this Conditional Rezoning map change of the subject parcels from Rural Estate District to Multifamily Residential District.

Chair

Secretary

SECTION 14 - SIGNATURE AND NOTARIZATION

IN WITNESS WHEREOF, the undersigned has executed this **CONDITIONAL REZONING AGREEMENT** for and on behalf of Macksey Built Properties on the date first above written. Macksey-Built Properties, Ted Macksey Owner, 44 N Lake Street, Boyne City, MI 49712

STATE OF MICHIGAN)
)SS
COUNTY OF CHARLEVIOX)

On this ____ day of _____, 2017, before me, a Notary Public, in and for said County, personally appeared

Notary Public
Acting in _____ County, Michigan
My Commission Expires:

Exhibit "A"

Land situated in the State of Michigan, County of Charlevoix, City of Boyne City.

Commencing at a T-iron stake at the South 1/4 corner of Section 26, Township 33 North, Range 6 West; thence along the North and South 1/4 line of said Section on a bearing of North 659.34 feet to a 1/2 inch rod in the centerline of Jefferson Street, being the Point of Beginning of this description; thence continuing along said 1/4 line and along the centerline of Jefferson Street on a bearing of North 659.34 feet to a 1/2 inch rod on the South 1/8 line of said Section; thence along said 1/8 line North 89 degrees 59'29" East 33.00 feet to a 1/2 inch rod on the East line of said street; thence continuing along said 1/8 line North 89 degrees 59'29" East 1294.42 feet to a 1/2 inch rod on the East 1/8 line of said Section; thence continuing along said South 1/8 line, as monumented, South 89 degrees 52'22" East 661.95 feet to a 1/2 inch pipe; thence South 00 degrees 00'56" East 1287.38 feet to a 1/2 inch rod on the North line of Vogel Street; thence continuing South 00 degrees 00'56" East 33.00 feet to the South line of said Section; thence along said Section line and along the centerline of Vogel Street, North 89 degrees 54'52" West 663.24 feet to a 1/2 inch rod on said East 1/8 line; thence along said 1/8 line North 00 degrees 02'27" East 627.43 feet to a 1/2 inch rod; thence North 89 degrees 57'41" West 1293.95 feet to a 1/2 inch rod on the East line of Jefferson Street; thence continuing North 89 degrees 57'41" West 33.00 feet to the Point of Beginning; being a part of the South 1/2 of the Southeast 1/4 of said Section 26. EXCEPTING THEREFROM: Beginning North 89 deg. 13'59" West, along the South section line, 662.97 feet from the Southeast corner of said Section 26; thence continuing North 89 deg. 13'59" West along said South section line, 662.97 feet to the East 1/8 line; thence North 00 deg. 43'02" East, along said East 1/8 line, 656.89 feet; thence South 89 deg. 13'59" East parallel with said South section line, 663.28 feet; thence South 00 deg. 44'40" West along the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 656.89 feet back to the point of beginning.

ALSO HAVING BEEN DESCRIBED AS:

Parcel 1:

The North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 33 North, Range 6 West.

AND

Parcel 2:

The North 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 26, Town 33 North, Range 6 West.

CONDITIONAL REZONING OFFER

Property Owner: Macksey-Built Properties, Inc.

City Of Boyne City, Conditional Rezoning Request from Residential Estate District (RED) to Multifamily Residential District (MFRD) for Property commonly known as; 600 Jefferson Street Boyne City, MI 49712, ID Number(s) 051-026-005-00 & 051-026-004-15 legally described as; See attached Exhibit A.

Written Offer:

Macksey-Built Properties is applying for Conditional Rezoning as stated above for the 31.12 acres as shown on the attached drawings by Progressive Associated, Inc. dated 02/15/17. The property and the proposed development will strictly be limited to market rate non-subsidized residential housing use only. Residential housing use is described as, single and two family dwellings and multifamily dwellings, including, but not limited to, apartments, apartment housing, townhouses, terraces, efficiency units and right-of-way houses. All other uses provided in the Multifamily Residential District (MFRD) shall be prohibited.

The property will be split into two sections, hereafter being referred to as "Section A" and "Section B". "Section A" will consist of 18.09 acres. Total density for "Section A" will be no more than 6 dwelling units per gross acre for a total maximum density of 108 total dwelling units. Maximum dwelling units per building in "Section A" will be no more than 8 dwelling units per building. "Section B" will consist of 13.03 gross acres. Total density for "Section B" will be no more than 8 dwelling units per acre for a total maximum density of 104 total dwelling units. Maximum dwelling units per building in "Section B" will be 16 dwelling units per building. Total dwelling units for "Section A" and "Section B" 31.12 acres will be no more than 212 dwelling units or 6.8 units per gross acre. A 30' natural buffer barrier shall be maintained whenever possible around the perimeter of the property, excluding road right of ways, storm drainage detention/retention areas and utility easements.

As described in Article VI Multifamily Residential District (MFRD) of the Boyne City Zoning Ordinance. All Development Requirements described in Section 6.4: A, B, C, D, E, F, G, H2, H3, H4 shall apply. Section 6.4 H1 is excluded and shall be replaced with; the maximum number of dwelling units per acre shall not exceed (6.8). Further, as described in Section 6.4 H2 the development is to be constructed with private streets and shall meet all municipality minimum requirements and standards including but not limited to a minimum right-of-way of sixty six (66) feet. Pedestrian sidewalks shall meet all municipalities' requirements as specified in Article XIX Development Requirements Section 19.40 G. Buildings shall be constructed to meet all municipality standards as specified in Article XXII Design Standards.

The property shall be developed in multiple phases. Within two (2) years of the Signature Date of the Conditional Rezoning Agreement, the First Phase Development Plan shall be submitted to the City Planning Commission. Within six (6) months of approval of the Final Development Plan for the first phase, Developer shall obtain all necessary permits from all City, County and State agencies for site work, extension of all utilities and road construction of the project's first phase. The Developer shall commence construction of the project within six (6) months from obtaining City, County and State permits. The Developer shall have ten (10) years from the date of the First Phase Development Plan final approval to complete the final phase of the development.

Developer: Macksey-Built Properties, Inc.

By _____

Alfred Macksey, President

838 W. Long Lake #250
 Bloomfield Hills, MI 48302
 248 540-5940 Fax 248 540-4820
 Email: pa@progressiveassociates.com

PROGRESSIVE NORTHLLC
 425 Michigan St. Suite #3
 Pokonag, MI 49770
 231 672-2500 Fax 231 675-2500
 Email: ann@charter.net

PROPOSED TOTAL AREA "A" & "B" SITE DATA:

TOTAL SITE AREA: 31.12 GROSS ACRES (1,355,587.2 GROSS SQ.FT.)
 PROPOSED ZONING: MFRD - MULTI-FAMILY RESIDENTIAL CONDITIONAL ZONING DISTRICT
 ALLOWED DENSITY UNDER MFRD ZONING: (10) UNITS PER GROSS ACRE / (310) TOTAL UNITS ALLOWED
 PROPOSED TOTAL AREA "A" & "B" DENSITY: (6.8) UNITS PER GROSS ACRE / (212) TOTAL UNITS PROPOSED
 MIN. DWELLING UNIT SIZE: = 500 SQ.FT. MIN. PER DWELLING UNIT

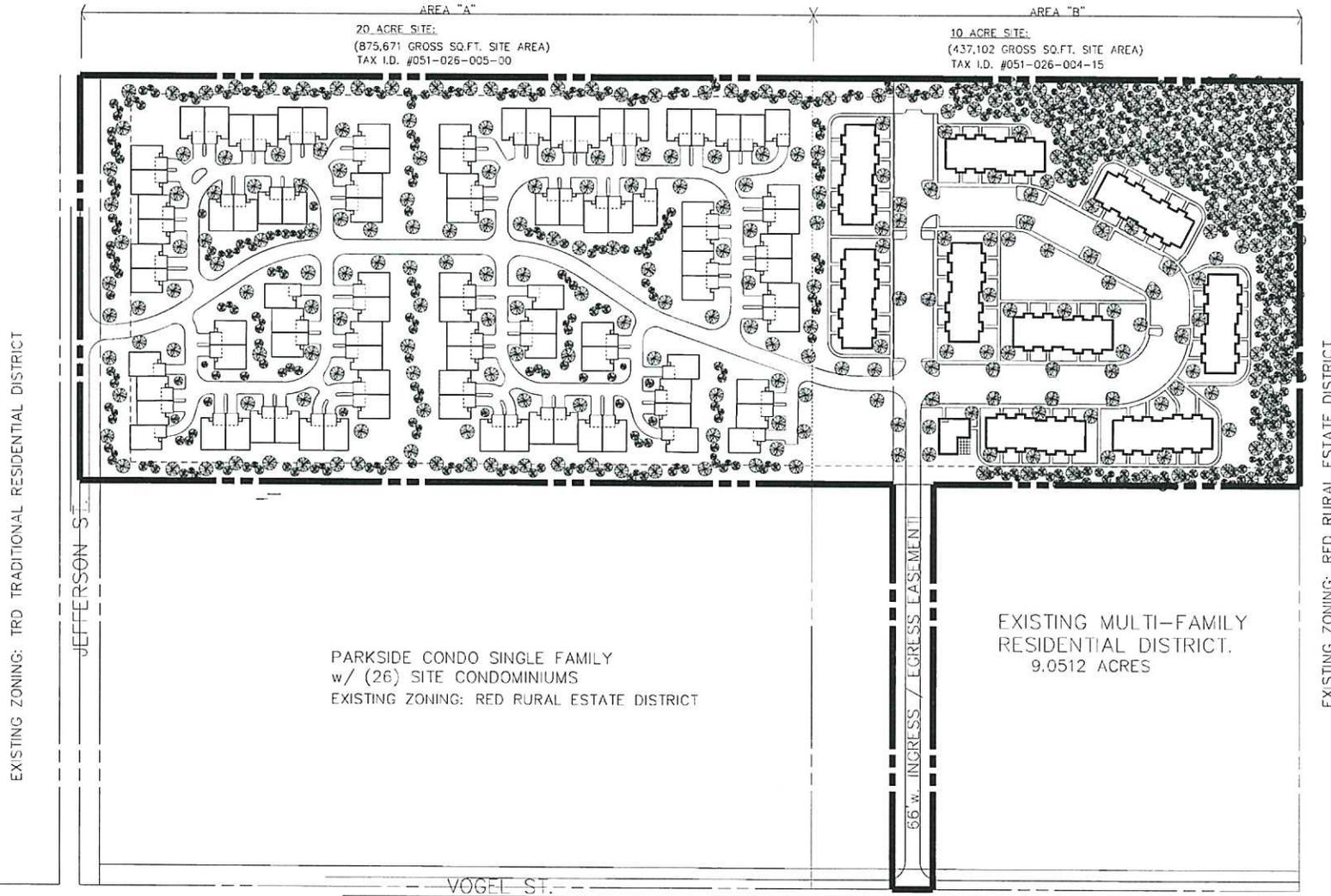
PROPOSED AREA "A" CONDITIONAL ZONED SITE DATA:

AREA "A" SITE AREA: 18.09 GROSS ACRES (788,000.4 GROSS SQ.FT.)
 PROPOSED - TOTAL AREA "A" DENSITY: (6) UNITS PER GROSS ACRE / (108) TOTAL UNITS PROPOSED
 - NO MORE THAN (6) DWELLING UNITS PER BUILDING MAX.

PROPOSED AREA "B" CONDITIONAL ZONED SITE DATA:

AREA "B" SITE AREA: 13.03 GROSS ACRES (567,586.8 GROSS SQ.FT.)
 PROPOSED - TOTAL AREA "B" DENSITY: (8) UNITS PER GROSS ACRE / (104) TOTAL UNITS PROPOSED
 - NO MORE THAN (16) DWELLING UNITS PER BUILDING MAX.

Issued For
 REVIEW
 03.13.17



CONDITIONAL REZONING CONCEPT PLAN

SCALE: 1" = 80'-0"



Project
Proposed Residential Development

BOYNE CITY, MICHIGAN

Sheet Title:

CONCEPT PLAN

Project Number: 17-009

Drawn: CI

Checked: PN/PA

Date: 10.04.16

Sheet Number:

SK1

Conceptual Housing Styles



Conceptual Housing Styles



Conceptual Housing Styles



Conceptual Housing Styles



CITY OF BOYNE CITY

To: Michael Cain, City Manager *Mc*

From: Cindy Grice, City Clerk/Treasurer *cg*

Date: April 3, 2017

Subject: Budget Adoption



The following items are being brought to the City Commission for consideration in order to complete the budget and appropriations process for FYE 2017 / 2018

- The Public Hearing - it is necessary that a Public Hearing be held as required by statutory regulations in order to hear citizen comments regarding the General Appropriations Act. This hearing will give citizens the opportunity to discuss the proposed FYE 2018 Budget.
- The resolution adopting the General Operating Millage Rate.
- The resolution adopting the City Hall Facilities Debt Service Millage Rate.
- The resolution adopting the General Appropriations Act for FYE 2017 / 2018.
- The resolution adopting the Fee Schedule.

If you have further questions, please contact me at any time.

**CITY OF BOYNE CITY
COUNTY OF CHARLEVOIX**

Resolution No. 2017-04-0XX

**TO ESTABLISH A MILLAGE RATE OF 15.51
FOR THE CITY OF BOYNE CITY
FY 2017 / 2018 (May 1, 2017- April 30, 2018)**

WHEREAS, the City of Boyne City, Charlevoix County, Michigan, has approved \$17,330,051 in operating expenses for all City Funds which includes Prior Year Fund Balances for the FY 2017 / 2018 City Budget; and

WHEREAS, of this amount, \$2,653,400 is to be raised by taxes for operation;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Commission of the City of Boyne City, Charlevoix County, Michigan, that the City Commission does hereby establish a City of Boyne City millage rate of 15.51 for operation.

ROLL CALL

Aye:

Nay:

Abstain:

Absent:

RESOLUTION DECLARED ADOPTED.

Cindy Grice, City Clerk/Treasurer

**CITY OF BOYNE CITY
COUNTY OF CHARLEVOIX**

Resolution No. 2017-04-0XX

**TO ESTABLISH A MILLAGE RATE OF 2.30
FOR THE CITY OF BOYNE CITY
FY 2017 / 2018 (May 1, 2017- April 30, 2018)**

WHEREAS, the City of Boyne City, Charlevoix County, Michigan, has approved \$385,538 in Principal and Interest expenses for the City Facilities Debt Funds, which includes the Prior Year Fund Balance for the FY 2016 / 2017 City Budget; and

WHEREAS, of this amount, \$423,800 is to be raised by taxes for principal and interest expenditures for the City Facilities Construction Debt, approved by the voters of the City of Boyne City in May, 2015;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Commission of the City of Boyne City, Charlevoix County, Michigan, that the City Commission does hereby establish a City of Boyne City millage rate of 2.3 for debt service.

ROLL CALL

Aye:

Nay:

Abstain:

Absent:

RESOLUTION DECLARED ADOPTED.

Cindy Grice, City Clerk/Treasurer

CITY OF BOYNE CITY
 RESOLUTION OF ADOPTION NO. 2017-04-XXX
 GENERAL APPROPRIATIONS ACT
 For 2017 / 2018 (1 May 2017 - 30 April 2018)

Section 1. The funds necessary to defray the operating expenses and long-term debt obligations of the City of Boyne City and the estimated revenues by source for the Fiscal Year Ending 30 April 2018 are projected to be as follows:

REVENUES
 (By Source)

GENERAL FUND

Property Taxes	2,653,400
Tax Penalties, Administration, and Interest	
Allocated from Fund Balance	1,533,530
State Shared Revenues and Grants	2,970,170
Administrative Service Fees	139,500
Charges for Services	166,650
Interest and Rentals	51,500
<u>Other Sources</u>	<u>92,088</u>
Total Revenue Available to Appropriate	7,606,838

MAJOR STREET FUND

State Highway Receipts	337,990
Grants/Service Fees/Road Millage	150,956
<u>Transfers from General Fund</u>	<u>152,600</u>
Total Revenue Available to Appropriate	641,546

LOCAL STREET FUND

State Highway Receipts	131,644
Grants/Service Fees/Road Millage	115,919
<u>Transfers from General Fund</u>	<u>414,471</u>
Total Revenue Available to Appropriate	662,034

RUBBISH FUND

<u>Transfers from General Fund</u>	<u>50,000</u>
Total Revenue Available to Appropriate	50,000

CEMETERY DEPARTMENT

Service Fees/Misc.	15,000
Allocated from Fund Balance	5,435
<u>Transfers from General Fund</u>	<u>47,041</u>
Total Revenue Available to Appropriate	67,476

AMBULANCE DEPARTMENT

Township/City Service Fees	79,180
Service Fees/Grants/Misc.	823,805
<u>Transfers from General Fund</u>	<u>79,500</u>
Total Revenue Available to Appropriate	982,485

FIRE DEPARTMENT FUND

Township Service Fees	216,145
Transfers from General Fund	63,000
<u>Allocated from Fund Balance</u>	<u>224,545</u>
Total Revenue Available to Appropriate	503,690

MARINA FUND

Allocated from Fund Balance	216,242
User Fees	205,200
<u>Grants</u>	<u>260,000</u>
Total Revenue Available to Appropriate	681,442

AIRPORT FUND

Gasoline Sales	65,000
Miscellaneous Income	32,500
<u>Allocation from Fund Balance</u>	<u>10,350</u>
Total Revenue Available to Appropriate	107,850

DDA FUND

Allocated from Fund Balance	16,994
<u>Tax Captures/Other</u>	<u>341,908</u>
Total Revenue Available to Appropriate	358,902

FARMERS MARKET FUND

<u>Revenues</u>	<u>80,738</u>
Total Revenue Available to Appropriate	80,738

BOYNE THUNDER FUND

Allocated from Fund Balance	14,850
<u>Event Revenues</u>	<u>303,000</u>
Total Revenue Available to Appropriate	317,850

CITY FACILITIES DEBT SERVICE FUND

<u>Tax Revenues</u>	<u>424,100</u>
Total Revenue Available to Appropriate	424,100

CITY FACILITIES CONSTRUCTION FUND

<u>Allocated from Fund Balance</u>	<u>2,745,633</u>
Total Revenue Available to Appropriate	2,745,633

LDFA FUND

Tax Captures/Other	201,000
Total Revenue Available to Appropriate	201,000

WASTEWATER FUND

Allocated from Fund Balance	318,077
Operating Income	966,250
Non-Operating Income	726,729
Total Revenue Available to Appropriate	2,011,056

WATER FUND

Operating Income	660,000
Non-Operating Income	235,690
Total Revenue Available to Appropriate	895,690

MOTOR VEHICLE FUND

Allocated from Motor Pool Fund Balance	153,600
Billings to Other Funds and Miscellaneous	259,850
Total Revenue Available to Appropriate	413,450

TOTAL REVENUES - ALL FUNDS	\$18,751,780
LESS INTER-FUND TRANSFERS	<u>(806,612)</u>

TOTAL REVENUES, LESS TRANSFERS	\$17,945,168
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EXPENDITURES

GENERAL FUND

General Services	4,461,037
Public Buildings	164,499
Police	755,173
Parks and Recreation	1,419,517
Transfers to Other Funds	806,612
Total General Fund Expenditures	\$7,606,838

OTHER FUNDS

Major Streets	641,546
Local Streets	662,034
Rubbish Collection	50,000
Cemetery	67,476
City Facilities Debt Fund	424,100
City Facilities Construction Fund	2,745,633
Ambulance	982,485
Fire Department	503,690
Marina/Launch Ramp	681,442
Airport	107,850

DDA	358,902
Farmers Market	80,738
Boyne Thunder	317,850
LDFA	201,000
Water Fund	2,011,056
Wastewater Fund	895,690
<u>Motor Pool</u>	<u>413,450</u>
Other Funds Total Expenditures	\$11,144,942
TOTAL EXPENDITURES - ALL FUNDS	\$18,751,780
LESS INTER-FUND TRANSFERS	<u>(806,612)</u>
(Motor Pool and General Fund Transfers)	
GRAND TOTAL CITY EXPENDITURES	\$17,945,168

Section 2. The City's assessor is hereby authorized and instructed to spread upon the City tax roll for FY 2017 / 2018 the amounts indicated in section 1.

Section 3. The City' assessor is hereby authorized and instructed to spread upon the City tax roll for FY 2017 / 2018 all unpaid special assessments, sidewalk, curbs, water or sewer, and repair bills on record in the City of Boyne City against respective properties.

Section 4. The taxes levied and spread by the City of Boyne City are collected twice a year. The taxes to defray city operations and obligations are levied and made payable on 1 July 2017; taxes collected for schools, county, and other voted purposes shall be levied and collected as provided by the general property tax laws of the State of Michigan.

Section 5. The budget for FY 2017 / 2018 of the City of Boyne City has been prepared in compliance with Michigan P.A. 621 of 1978, as amended, the Uniform Budgeting and Accounting Act. The General Fund is adopted at the activity level. Details can be obtained at the City Clerk's office.

Section 6. Pursuant to section 19 (2) of Michigan P.A. 621 of 1978, as amended, the City Manager is hereby permitted to execute transfers between appropriations without the prior approval of the City Commission. However, in no case shall said transfer result in a fund over-expenditure or a transfer exceeding \$10,000. Purchases not covered in the approved budget will follow existing administrative policy except for utilities and operational supplies.

Section 7. Pursuant to the provisions of Michigan P.A. 503 of 1982 and a resolution adopted by the City Commission of Boyne City on 11 October 1983, the City Commission authorizes the imposition of a one percent property tax

administration fee to offset costs incurred in assessing property values, collecting the property tax levies, and in the review and appeal processes.

Section 8.

Contractual Change Orders: The City Manager, with the City Clerk's signed approval, may approve change orders on contracts approved originally by the City Commission of up to ten thousand dollars (\$10,000.00) per change order. These change orders must be within the scope of the original contract. Negative change orders of up to fifty percent (50%) of the original contract do not need to be brought before the City Commission.

Section 9.

This General Appropriations Act for FY 2017 / 2018 takes effect 1 May 2017. Detail of the budget is available at City Hall for public inspection.

Cindy Grice, City Clerk/Treasurer

**CITY OF BOYNE CITY
COUNTY OF CHARLEVOIX**

BOYNE CITY FEE SCHEDULE FY 2017/2018

WHEREAS, the City of Boyne City recognizes the need to provide user services to the public,
and;

WHEREAS, the City of Boyne City is responsible for the efficient operation of its various
departments and the costs incurred in providing such services.

NOW, THEREFORE, BE IT RESOLVED that the City of Boyne City hereby adopts the
Boyne City Fee Schedule as presented in appendix "B" of the May 1, 2017, through
April 30, 2018 Boyne City Budget.

ROLL CALL

Aye:

Nay:

Abstain:

Absent:

RESOLUTION DECLARED ADOPTED.

Cindy Grice, City Clerk/Treasurer



City of Boyne City

MEMO

Date: April 7, 2017
To: Mayor Neidhamer and the Boyne City City Commission
From: Michael Cain, City Manager 
Subject: MSU Extension Space Lease

Since February 14, 1979 MSU Extension, thru Charlevoix County, has leased spaced for their offices and operations from the City of Boyne City. When the City began considering new space for our own operations we asked both MSU Extension and Charlevoix County if they were interested in possibly being included and involved in design discussions. They said yes they were interested in the discussions but everyone understood it was for discussion purposes only. Nothing was guaranteed one way or the other.

Plans for space on the second floor of the new City Facility complex that could house the MSU Extension were developed. The design for that resulting space is attached.

As the City's project moved forward initial discussions were held with representatives of MSU Extension and the County regarding possible costs for the new space. MSU Extension and the County wanted to explore their options.

With no clear conclusion regarding those discussions our facility contractor was asked not to finish the space in case MSU Extension and the County found an alternative they preferred better. The space currently has framed walls but nothing further. This would give the City greater flexibility on how to use the space going forward if it was not going to be used for MSU Extension.

After considering their options and consulting with the County Administrator, MSU Extension proposed some initial terms to the City for our consideration. Based on a preliminary review of their proposal, representatives of the three parties met on April 5th and discussed the following base terms of a lease agreement to house the MSU Extension in the new City Facility. They are:

- 1) 2nd floor offices in new City Facilities.
- 2) Includes use of other meeting space in building on a 2nd priority behind City uses.
- 3) \$1,200 per month.
- 4) Includes reasonable use of utilities, heat, AC, water.
- 5) Internet connection provided as determined by City similar to other City depts. in building.
- 6) Office furnishings/equipment including phone system are not included.
- 7) Normal cleaning and trash provided. Extra care/cleaning for crafts and similar events tenant responsibility.
- 8) 10 year term (may need to be broken down into renewable 3 year components).

The parties felt the terms were agreeable and would bring them to the City Commission and Charlevoix County Board of Commissioners for approval. That is why the matter is now before you tonight.

We have always had a mutually beneficial relationship housing the MSU Extension in the Boyne City Hall. Being centrally located in the County we felt is a benefit not only to our residents but was the best location to serve the needs and provide the opportunities that MSU Extension and their associated 4H programs presents to the largest number of Charlevoix County residents possible. Being co-located with the City has provided MSU Extension not only office space but the advantage of the multiple meeting spaces that City Hall and especially the new City Facility complex will provide.

Since we moved together into our temporary City Facilities we have developed an even more advantageous relationship due to being physically adjacent to each other. While that will not be the case in the new City Facility, I believe the further improved, cooperative relationship we have developed will be maintained once we all move into our new quarters.

I believe the proposed terms outlined above, serving as the basis for a final lease document, will serve all the parties well. The increased rent over time will help offset costs of finishing the new space to meet the MSU Extension's needs.

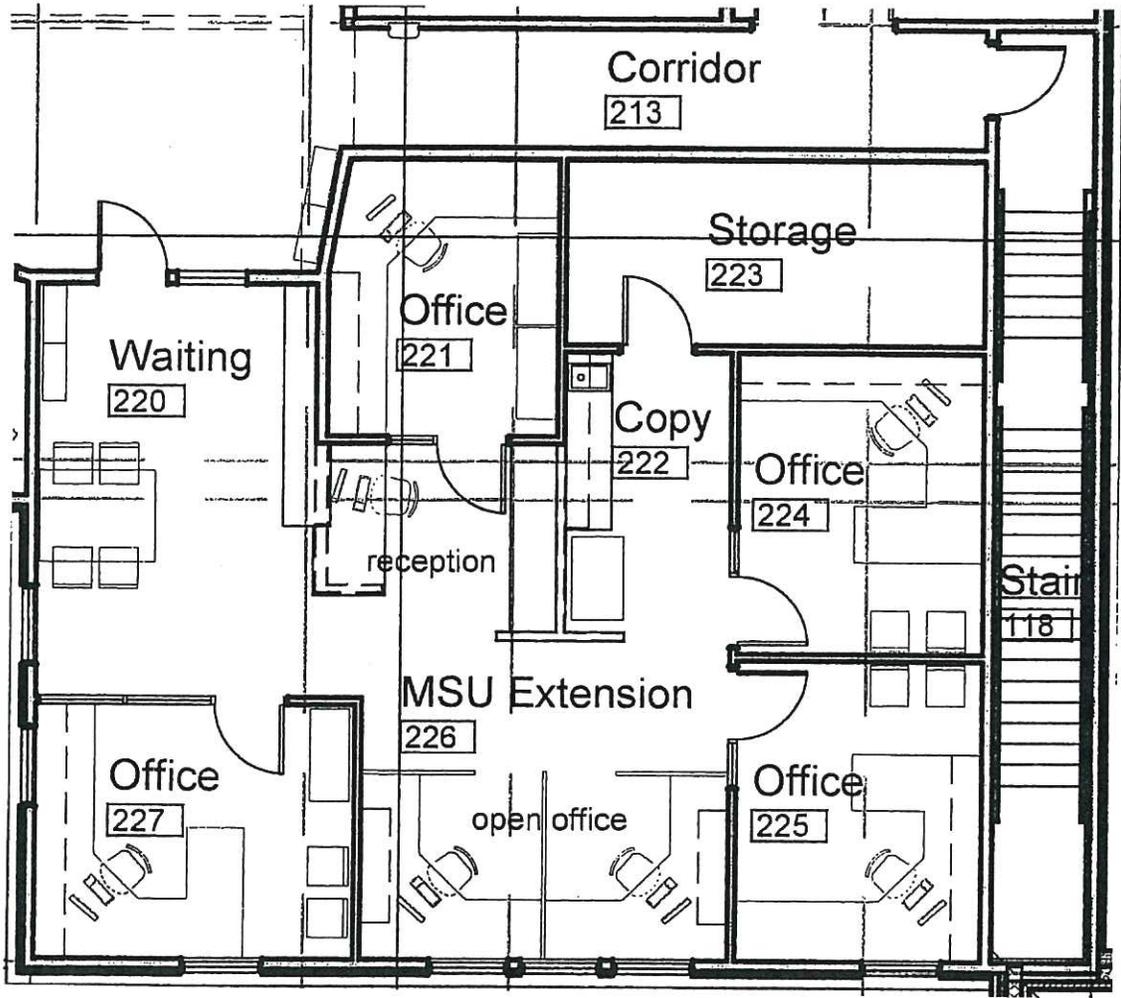
If approved by the City Commission tonight and the County Board of Commissioners at their Wednesday morning meeting, direction would be given to our contractor to begin finishing their space for occupancy. If both approvals happen this week, we are tentatively looking at an August 1, 2017 move in date. We would work with MSU Extension, the County and Honeywell to allow them to maintain their space in our current leased facility until they could move into the new facility.

Also, a lease agreement incorporating the terms above would be developed for execution by the parties.

RECOMMENDATION: That the City Commission approve executing a lease with Charlevoix County to house the MSU Extension in the new City Facility Complex incorporating the terms above and authorize the City Manager and City Clerk to execute the resulting agreement after review by the City Attorney.

Options:

- 1) Postpone the matter for further information or consideration
- 2) Modify the request.
- 3) Deny the request.
- 4) Other options as determined by the City Commission.



LAKE STREET



City of Boyne City

MEMO

Date: April 6, 2017

To: Mayor Neidhamer and the Boyne City City Commission

From: Michael Cain, City Manager *Mc*

Subject: Charter Cable Franchise Agreement

Attached for the City Commission's review is a proposed Uniform Video Services franchise agreement presented for our consideration by Charter Communications. Our current franchise agreement is set to expire on May 22, 2017 and all new agreements, like our last one, in the State are laid out in this format, per State law.

Under this format the City is very limited as to what it can request from the Video Services provider. In the past the City has only received cable services at some of its facilities such as: City Hall, Fire Department, DPW Facility and Airport. We no longer receive those services and it does not appear that under the new law that the City can make such a request. What the agreement does provide is the City's ability to levy a Franchise Fee of up to 5% of their gross revenues from within the City limits. Since we have never levied a Public, Education and Government (PEG) fee in the past it does not appear that we can now. PEG (community access) channels are also allowed in some circumstances.

We have been levying the 5% franchise fee since it was approved in our existing agreement by the City Commission in 2007. It was done to help offset the costs we have in maintaining the right of way spaces they use. We received almost no complaints about the fee then or since. The fee raised between about \$71,000 two years ago and \$76,000 last fiscal year. We expect this year's about to decrease slightly from last year. This revenue is included in the General Fund budget before the City Commission today.

Under the State law, we have only 30 days from the time we received their complete proposed agreement to accept it. We received the document, which appears to be complete, on March 13 so we have until April 13th to respond. This is the last regular City Commission meeting scheduled to do so. If we do not act the franchise agreement is automatically approved, but without the franchise fee.

RECOMMENDATION: That the City Commission approve the renewal of the 10 year franchise agreement as proposed with the inclusion of the current 5% franchise fee.

Options:

- 1) Postpone the matter for further consideration or information at a special meeting prior to April 14th.
- 2) Approve the agreement with a modified franchise fee percentage.
- 3) Take no action and let the agreement without benefits to the City go into effect automatically.
- 4) Deny the request. The agreement without benefits to the City would still go into effect automatically.
- 5) Other options as determined by the City Commission.

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement.* (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate “dropdown box” (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as “confidential.”
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the “**Attachment 2 - Uniform Video Service Local Franchising Entity**” form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Boyne City, a Michigan municipal corporation (the "Franchising Entity"), and CC VIII Operating, a Delaware Limited Liability corporation doing business as Charter Communications.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

- paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.
- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
 - I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
 - J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G.** The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A.** The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

- particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
 - E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
 - F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
 - G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Boyne City:

319 North Lake Street

Boyne City, MI 49712

Attn: City Manager

Fax No.: 231-582-6506

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Boyne City, a Michigan Municipal Corporation

CC VIII Operating, a Delaware Limited Liability corporation doing business as Charter Communications

By _____
Print Name
City Manager
Title
319 North Lake Street
Address
Boyne City, MI 49712
City, State, Zip
231-582-0377
Phone
231-582-6506
Fax

Email

Mark E. Brown
By _____
Print Name
Mark E. Brown
Title
VP, State Government Affairs
Address
12405 Powerscourt Drive
City, State, Zip
St. Louis, MO 63131
Phone
314-543-2306
Fax
314-965-8793
Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)**
(Form must be typed)

Date: February 5, 2017		
Applicant's Name: CC VIII Operating LLC		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 38-2558446		

Company executive officers:

Name(s): Thomas M. Rutledge
Title(s): President and Chief Executive Officer

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Marilyn Passmore		
Title: Director, Government Affairs		
Address: 4670 E. Fulton, #102, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1107	Email: marilyn.passmore@charter.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

The area provided service is the City of Boyne City. Upon request, Charter Communications shall provide route maps showing the location of the Cable System, to Municipality, access to "as-built" maps, and updated route maps to reflect any changes. Municipality shall give Grantee a minimum of 48 hours notice of the request to view "as-built" maps, unless there exists an emergency situation requiring earlier viewing. Charter Communications' local office and engineering contact information (engineering drawings/"as-built" map address) is listed below. This information also applies to 24 hour emergencies:
Keith Schierbeek-Director of Field Operations
1433 Fulton Street
Grand Haven, MI 49417
Phone: 616-607-2302
email: keith.schierbeek@charter.com

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: N/A

For All Applications:

**Verification
(Provider)**

I, Mark E. Brown, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Mark E. Brown, VP State Government Affairs	
Signature: <i>Mark E. Brown</i>	Date: <i>2/8/16</i>

(Franchising Entity)

City of Boyne City, a Michigan municipal corporation

By _____
Print Name
City Manager
Title
319 North Lake St.
Address
Boyne City, MI 49712
City, State, Zip
231-582-0377
Phone
231-582-6506
Fax

Email

Date

City of Boyne City**MEMO**

Date: April 11, 2017

To: Mayor Neidhamer and the Boyne City City Commission

From: Michael Cain, City Manager *Mc*

Subject: Fiber Internet Service Bids

In preparation for the opening of the new City Facilities complex and to keep up with changing technology the City issued a request for Internet Access Connectivity Bids. The purpose of the bids was to request prices for fiber optic internet connections for the new City Facilities complex as well as other City Facilities and the Chamber of Commerce and the Boyne District Library.

Currently all these locations, City or otherwise, are served by Spectrum (Charter) internet. I believe all are served thru coax cable connections very similar to those that you may have at your home.

Over the years the City has changed its communication technologies as they have progressed. When we were in the old City Hall we had separate phone and internet connections. Originally City Hall, the Police Department and MSU Extension had their own separate internet connections. Over time we combined the three into one service which provided was fairly reliable and a considerable cost savings.

Since moving out of the old City Hall we have changed out our phones to VOIP (Voice Over Internet Protocol) at most of our locations. This means our phones are now using the same internet connections as our computers. Generally this works pretty well and is saving us significant dollars.

However as we put more demand on our internet service at times it has shown the limits of its capabilities and given garbled or dropped phone calls. Other times the internet has failed taking down both our phone system and the ability of our computers to talk to the outside world. Exactly the same as you have at home if your phones, TV and internet are on one provider and that happens to fail.

One of the weaknesses of our current internet connections is that they work somewhat as a shared connection. So when more people are on the system in town the quality and speed of our internet connections decrease. That weakness is reduced, if not eliminated, by going to a fiber connection. Not only are the speeds both in and out of computers the same but our connection to the outside world is not degraded as others outside our organization also get on.

Bids were received on Monday, March 20th at 4:00 p.m. at which time they were publically opened and read. We received responses from Spectrum Enterprise (Charter); ACD Telecom; Merit Network, Inc and Peninsula Fiber Network (PFN). We did not receive a response from ATT.

Our current Spectrum bill to serve all of our City facilities is just under \$690 per month. That includes some TV and phone charges. Currently we are paying about \$280 per month to Spectrum for internet support for City Hall, the Police and Fire Departments and EMS.

We had a teleconference with MSU on Monday to see if there are any additional options that might be available

and advantageous by working on the issue with them or their resources thru MSU Extension.

Due to the time sensitive nature of having internet connections available to Police and Fire when they move into the new building it is imperative that we act quickly.

Below on page 3 is a summary of 3 of the 4 bids received for the new City complex itself. PFN submitted an alternate bid that did not follow the format requested in the RFP so it is not included in the summary. Copies of the summary sheets of all the bids received are also attached. The full bid packets are available for review.

Based on our review of the bids received and communications with our IT consultant I recommend that we go with ACD Telecom based in Lansing for a 36 month contract for the new City Facility complex only with 10 Mbps speeds up and down with a \$1,500 installation cost and \$225 per month. In our discussions with MSU and MSU Extension regarding internet needs and options they felt ACD was a reliable provider. ACD runs over the statewide Merit fiber network with fiber strands of their own. ACD would most likely be bringing the fiber for the new building over from the intersection of Park and North Streets where their fiber feeds their nearby antenna.

I have communicated with ACD who confirms their bid, their ability to build it in the timeframe we need and the necessary software we can use to monitor to insure the 10 x 10 Mbps capacity is sufficient to supply our needs. If it turns out not to be we can increase our speeds within a week adding additional 10 Mbps units at \$75 per month increments.

This afternoon I received a call from Kevin Shepard, Charlevoix County Administrator on this matter. They are trying to develop a countywide internet consortium working thru their Merit connections. They recently extended high speed fiber internet service to the local Road Commission building. He is proposing we explore an over air beamed internet 1 Gbps signal from the Road Commission to our new City Facility at a cost of \$100 per month. He feels he can have something solid on this idea to us by the end of the week. I would like to pursue that option and see where it leads. I like the capacity, the speed and the cost he is mentioning. They have done similar projects with the cities of East Jordan and Charlevoix with early but good results. Whatever system we go with reliability has to be a key consideration. A new and fairly untested system makes me a little bit nervous.

RECOMMENDATION: That the City Commission authorize the City Manager to explore and if he determines reasonable enter into an agreement with the Charlevoix County to provide the City internet service for one or more of its facilities at an estimate cost of \$100 per month plus reasonable installation costs. Further that the City Commission authorizes the City Manager to execute a contract with ACD Telecom of Lansing for internet services for the City Complex for either a 24 or 36 month term starting at the 10 Mbps speed with respective \$2,500 or \$1,500 installation costs and \$250 or 225 monthly costs.

Options:

- 1) Postpone the matter for further information or consideration.
- 2) Modify the request.
- 3) Award to another vendor.
- 4) Deny the request.
- 5) Other options as determined by the City Commission.

Spectrum Enterprise:

25 mps	36mo	\$0	\$379	\$4,548	\$4,548
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ACD Telecom:

10 mps	24mo	\$2,500	\$250	\$3,000	\$5,500
20 mps	24mo	\$2,500	\$325	\$3,900	\$6,400
30 mps	24mo	\$2,500	\$400	\$4,800	\$7,300
40 mps	24mo	\$2,500	\$450	\$5,400	\$7,900

10 mps	36mo	\$1,500	\$225	\$2,700	\$4,200
20 mps	36mo	\$1,500	\$300	\$3,600	\$5,100
30 mps	36mo	\$1,500	\$375	\$4,500	\$6,000
40 mps	36mo	\$1,500	\$425	\$5,100	\$6,600

Merit Network, Inc:

50 mps	24mo	\$30,050	\$488	\$5,856	\$35,906
50 mps	36mo	\$17,400	\$473	\$5,676	\$23,076

Company: ACD TELECOM
 Address: 1800 N. GRAND RIVER AVE. LANSING, MI 48906
 Phone: 517-999-3242
 Authorized Agent: CHRIS DEVINE
 Signature: Chris Devine
 Title: ACCOUNT MANAGER Date: 3-17-17

Internet Bids (24 Month Term) Cost Worksheet

Location	One Time:	Monthly / Re-occurring			
	Installation / Construction	10Mbps	20Mbps	30Mbps	40 Mbps
1. 319 North Lake St.	\$2,500	\$250	\$325	\$400	\$450
2. 1261 Lagoon Access Dr.	\$7,500	↓	↓	↓	↓
3. 1031 Robinson St	∅	↓	↓	↓	↓
4. 201 East Main St.	∅	↓	↓	↓	↓
5. 28 South Lake St.	∅	↓	↓	↓	↓

Internet Bids (36 Month Term) Cost Worksheet

Location	One Time:	Monthly / Re-occurring			
	Installation / Construction	10Mbps	20Mbps	30Mbps	40 Mbps
1. 319 North Lake St.	\$1500	\$225	\$300	\$375	\$425
2. 1261 Lagoon Access Dr.	\$3500	↓	↓	↓	↓
3. 1031 Robinson St	∅	↓	↓	↓	↓
4. 201 East Main St.	∅	↓	↓	↓	↓
5. 28 South Lake St.	∅	↓	↓	↓	↓

Other Options: * 100 Mbps INTERNET SERVICES: \$600/MO.
 * WAN CONNECTION OPTIONS:
 100 Mbps: \$350/MO. PER LOCATION
 1 Gbps: \$500/MO. PER LOCATION

Company: ~~\$~~ Spectrum Enterprise (AKA Charter)

Address: _____

Phone: _____

Authorized Agent: _____

Signature: _____

Title: _____ Date: _____

³⁶
Internet Bids (24 Month Term) Cost Worksheet *All locations bundle.*

Location	One Time: Installation / Construction	Monthly / Re-occurring			
		10Mbps	²⁵ 20 Mbps	30Mbps	40 Mbps
1. 319 North Lake St.	0	X	585	X	X
2. 1261 Lagoon Access Dr.	0		585		
3. 1031 Robinson St	0		585		
4. 201 East Main St.	0		585		
5. 28 South Lake St.	0		585		

Internet Bids (36 Month Term) Cost Worksheet

Location	One Time: Installation / Construction	Monthly / Re-occurring			
		10Mbps	²⁵ 20 Mbps	30Mbps	40 Mbps
1. 319 North Lake St.	0	X	379	X	X
2. 1261 Lagoon Access Dr.	0		788		
3. 1031 Robinson St	0		1072		
4. 201 East Main St.	0		319		
5. 28 South Lake St.	0		428		

Other Options:

Company: Merit Network, Inc.
 Address: 1000 Oakbrook Drive, Suite 200, Ann Arbor, MI 48104
 Phone: 231-344-2030
 Authorized Agent: Katie Jensen
 Signature: *Katie Jensen*
 Title: Member Engagement Manager Date: March 20, 2017

Internet Bids (24 Month Term) Cost Worksheet

Location	One Time:	Monthly / Re-occurring			
	Installation / Construction	Aggregate 50 Mbps	Aggregate 100 Mbps	Aggregate 150 Mbps	Aggregate 200 Mbps
1. 319 North Lake St.	\$ 30,050	\$ 488	\$ 788	\$ 1,088	\$ 1,388
2. 1261 Lagoon Access Dr.	\$ 37,100	\$ 263	\$ 263	\$ 263	\$ 263
3. 1031 Robinson St	\$ 37,100	\$ 263	\$ 263	\$ 263	\$ 263
4. 201 East Main St.	\$3,900	\$ 200	\$ 200	\$ 200	\$ 200
5. 28 South Lake St.	\$ 28,300	\$ 263	\$ 263	\$ 263	\$ 263

Internet Bids (36 Month Term) Cost Worksheet

Location	One Time:	Monthly / Re-occurring			
	Installation / Construction	Aggregate 50 Mbps	Aggregate 100 Mbps	Aggregate 150 Mbps	Aggregate 200 Mbps
1. 319 North Lake St.	50 Mbps = \$ 17,400 100 Mbps or 150 Mbps or 200 Mbps = \$ 900	\$ 473	\$ 758	\$ 1,043	\$ 1,328
2. 1261 Lagoon Access Dr.	\$ 37,100	\$ 263	\$ 263	\$ 263	\$ 263
3. 1031 Robinson St	\$ 37,100	\$ 263	\$ 263	\$ 263	\$ 263
4. 201 East Main St.	\$ 3,900	\$ 200	\$ 200	\$ 200	\$ 200
5. 28 South Lake St.	\$ 28,300	\$ 263	\$ 263	\$ 263	\$ 263

Other Options: See DDoS Pricing on Merit's Quote



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City of Boyne City

March 14, 2017

PFN Services Quote for review

24 month term pricing

The following services are all quoted as individual services and can be bought as needed. However, the initial "fiber drop" below is necessary for any service to be installed.

PFN HyperPort 'Core' Internet Access Service

PFN HyperPort Core Internet Access
 (circuit size options)

	<u>Circuit Size</u>	<u>Service Pricing</u>	<u>Drop Pricing</u>	<u>Total Monthly</u>	<u>Service Install</u>
City of Boyne City, 319 N. Lake St, Boyne City, MI 49712	50M	\$ 545	\$ 2,777	\$ 3,322	\$ 775
WTP, 1261 Lagoon Access Drive, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
DPW Facility, 1031 Robinson St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
District Library, 201 East Main St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
Area Chamber of Commerce, 28 South Lake St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
				<u>\$ 3,722</u>	<u>\$ 3,875</u>

Notes: PFN to provide IP addresses

(Due to the shortage of IP addresses, we need a justification form for address quantities over 1, PFN will assist with this)

HyperPort is symmetrical, core service, full availability

Service can be split into smaller ports delivered to any PFN on-net site

Service delivered on PFN *fully redundant, ring protected* backbone network

PFN Fiber Drop

(required for first service, all others will ride on this same drop)

	<u>Drop Construction</u>
City of Boyne City, 319 N. Lake St, Boyne City, MI 49712	\$ 17,677
WTP, 1261 Lagoon Access Drive, Boyne City, MI 49712	\$ 37,100
DPW Facility, 1031 Robinson St, Boyne City, MI 49712	\$ 27,624
District Library, 201 East Main St, Boyne City, MI 49712	\$ 10,073
Area Chamber of Commerce, 28 South Lake St, Boyne City, MI 49712	\$ 40,828

Construction Fee - Purchased as one-time CAPEX Option 1 \$ 133,302

Construction Fee - Purchased as monthly-recurring OPEX Option 2 \$ 2,777

(this is an optional purchase arrangement, not additional. You can elect to pay the Option 1 rate to lower your monthly cost as shown above)



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 (circuit size options)

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City of Boyne City, 319 N. Lake St, Boyne City, MI 49712	100M	\$ 1,059	\$ 2,777	\$ 3,836	\$ 775
WTP, 1261 Lagoon Access Drive, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
DPW Facility, 1031 Robinson St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
District Library, 201 East Main St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
Area Chamber of Commerce, 28 South Lake St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
				<u>\$ 4,236</u>	<u>\$ 3,875</u>

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District Library, 201 East Main St, Boyne City, MI 49712	\$ 10,073
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Construction Fee - Purchased as one-time CAPEX	Option 1 \$ 133,302
Construction Fee - Purchased as monthly-recurring OPEX	Option 2 \$ 2,777

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24 month term pricing

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PFN HyperPort Core Internet Access
 (circuit size options)

	<u>Circuit Size</u>	<u>Service Pricing</u>	<u>Drop Pricing</u>	<u>Total Monthly</u>	<u>Service Install</u>
City of Boyne City, 319 N. Lake St, Boyne City, MI 49712	150M	\$ 1,375	\$ 2,777	\$ 4,152	\$ 775
WTP, 1261 Lagoon Access Drive, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
DPW Facility, 1031 Robinson St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
District Library, 201 East Main St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
Area Chamber of Commerce, 28 South Lake St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
				<u>\$ 4,552</u>	<u>\$ 3,875</u>

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City of Boyne City, 319 N. Lake St, Boyne City, MI 49712	\$ 17,677
WTP, 1261 Lagoon Access Drive, Boyne City, MI 49712	\$ 37,100
DPW Facility, 1031 Robinson St, Boyne City, MI 49712	\$ 27,624
District Library, 201 East Main St, Boyne City, MI 49712	\$ 10,073
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Construction Fee - Purchased as one-time CAPEX	Option 1 \$ 133,302
Construction Fee - Purchased as monthly-recurring OPEX	Option 2 \$ 2,777

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March 14, 2017

PFN Services Quote for review

24 month term pricing

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PFN HyperPort 'Core' Internet Access Service

PFN HyperPort Core Internet Access
 (circuit size options)

	<u>Circuit Size</u>	<u>Service Pricing</u>	<u>Drop Pricing</u>	<u>Total Monthly</u>	<u>Service Install</u>
City of Boyne City, 319 N. Lake St, Boyne City, MI 49712	200M	\$ 1,694	\$ 2,777	\$ 4,471	\$ 775
WTP, 1261 Lagoon Access Drive, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
DPW Facility, 1031 Robinson St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
District Library, 201 East Main St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
Area Chamber of Commerce, 28 South Lake St, Boyne City, MI 49712		\$ 100	\$ -	\$ 100	\$ 775
				<u>\$ 4,871</u>	<u>\$ 3,875</u>

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City of Boyne City, 319 N. Lake St, Boyne City, MI 49712	\$ 17,677
WTP, 1261 Lagoon Access Drive, Boyne City, MI 49712	\$ 37,100
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