



Scan QR code or go to  
[www.cityofboyne.com](http://www.cityofboyne.com)  
click on Boards & Commissions for complete  
agenda packets & minutes for each board

## **BOYNE CITY LOCAL DEVELOPMENT FINANCE AUTHORITY**

Monday, July 8, 2013, 2013-following the noon EDC meeting  
Precision Edge, 1448 Lexamar Dr., Boyne City, MI 49712

- 1. CALL MEETING TO ORDER**
- 2. ROLL CALL**  
Excused Absences
- 3. READING AND APPROVAL OF MINUTES**  
Approval of April 15, 2013 meeting minutes
- 4. HEARING CITIZENS PRESENT (ON NON-AGENDA ITEMS)**
- 5. CORRESPONDENCE**
- 6. REPORTS OF OFFICERS, BOARDS, AND STANDING COMMITTEES**
- 6. UNFINISHED BUSINESS**
  - a. Other
- 7. NEW BUSINESS**
  - a. Drainage plan proposal
  - b. Tour of pathway?
- 8. GOOD OF THE ORDER**
- 9. ANNOUNCEMENT**  
The next regular meeting is scheduled for September 9, 2013
- 10. ADJOURNMENTS**

*Individuals with disabilities requiring auxiliary aids or services in order to participate in municipal meetings  
may contact Boyne City Hall for assistance:*

*Cindy Grice, City Clerk/Treasurer, 319 North Lake Street, Boyne City, Michigan 49712. (231) 582-0334*



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

**MEETING OF  
APRIL 15, 2013**

**MINUTES OF THE BOYNE CITY LOCAL DEVELOPMENT FINANCE  
AUTHORITY SPECIAL MEETING DULY CALLED AND HELD ON MONDAY,  
APRIL 15, 2013**

**CALL TO ORDER**

Vice Chair Copeland called the meeting to order at 12:43 p.m.

**ROLL CALL**

Present: Pat Anzell, Kelly Bellant, Michael Cain, Michelle Cortright, Richard Copeland, Pete Friedrich, and Josette Lory

Absent: Ralph Gillett

**MEETING ATTENDANCE**

Staff: Recording Secretary Karen Seeley

Public: Four

**NEW BUSINESS**

Discussion regarding a possible grant application to the MEDC to help purchase and equip a Mobile Training lab and serve as the applying agency:

Tom Erhardt, NLEA Entrepreneurial Director and Sara Richards, Economic Development Specialist shared a slide show of a Mobile Training Lab. This would be a 40' mobile classroom with two slide outs for equipment. He shared the figures he had gathered to help purchase and equip the training lab: Total project is \$350, 000 (lab plus equipment); \$250,000 CDBG grant from MEDC (Precision Edge has committed to hiring 40 people over the next two years); \$90,000 Little Traverse Bay Band of Odawa Indians; \$10,000 Northern Michigan College. The applying agency for the CDBG job training grant has to be a local unit of government. The NLEA will help with the grant writing with the funds coming through the City. The lab can accommodate twelve students per semester with ten high schools involved throughout Charlevoix and Emmet Counties. Board discussion regarding the amount of training each student would receive. The lab will be housed at NCMC, but will visit each high school 3.5 hours, 4 periods per week, mornings and afternoons. (Cortright out at 1:28 pm.) Will there be any consideration coming towards Boyne City with Precision Edge committing to jobs and the city being the applying agency? Yes, Precision Edge will be at the top of the list to get their employees trained. (Lory out at 1:28 pm.) What is the difference between the training program just set up at the schools and this one? This takes that training to the next level. The board feels this is a great concept. **Friedrich moved Copeland seconded PASSED UNANIMOUSLY** for City Manager Cain to investigate this further, and if things don't look right, let us know. If they do, move forward.

**MOTION**

**NEXT MEETING**

The next meeting of the Local Development Finance Authority is scheduled for Monday, May 13, 2013

**ADJOURNMENT**

The April 15, 2013 Local Development Finance Authority meeting was adjourned at 1:34 p.m.

\_\_\_\_\_  
Pete Friedrich, LDFA Secretary

\_\_\_\_\_  
Karen Seeley, Recording Secretary



June 18, 2013

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

RE: Business Park Drainage Study Update

Dear Mr. Cain:

In response to your request, C2AE is pleased to submit this proposal for study services for the Business Park Drainage Study Update.

The existing drainage system suffers due to the presence of impermeable soils within the Business Park. Both on-site retention systems as well as public systems generally hold water and do not function as fully as planned. The City would like to investigate and size a storm sewer drainage system to serve the Business Park area. This proposal addresses that need.

If this proposal and attached Standard Contract Provisions are acceptable, please sign in the space provided below and return one copy to our office as your authorization for us to proceed with this project.

C2AE greatly appreciates the opportunity to submit this proposal for consideration and look forward to assisting you with this project. Should you have questions or comments, please contact us at your convenience. Thank you.

Respectfully,

Approved By:  
City of Boyne City

C2AE

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

By: \_\_\_\_\_

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

LMF/kb

[http://sharepoint.c2ae.com/Marketing/Proposals/00-InProgress/Boyne City Business Park Drainage Study/ltr\\_BC\\_BusPark\\_130618.doc](http://sharepoint.c2ae.com/Marketing/Proposals/00-InProgress/Boyne City Business Park Drainage Study/ltr_BC_BusPark_130618.doc)



### Background

C2AE completed the 2008 Storm Sewer Study for the City of Boyne City. The assumptions for the Business Park area included:

- 1) The Park has an existing network of ditches, ponds and culverts that appears to handle all on-site storm runoff in the park.
- 2) The existing grade falls to the north and the existing soil is sandy. The west end of this area is mainly developed, with the east end is mainly undeveloped. As future development takes place, new buildings would construct on-site storm retention and discharge system.
- 3) Proposed storm sewer within the Park would be required for the streets only and the sizes were noted as 12" and 18" diameters.
- 4) Two (2) new outlets were proposed to the north, (1) to the existing culvert under the runway near the booster station and (1) to the WWTP emergency pond (the WWTP Emergency overflow pond anticipated for a proposed outfall does not drain and can't be used for a proposed outfall). There is also an existing storm sewer along the east side of this area that drains a ditch along M-75 and flows to the Boyne River. This existing outlet was also going to be utilized.

Since the completion of the 2008 Study, it has been determined that the Park's existing network of ditches, ponds and culverts are not sufficiently handling the storm runoff for this area and that due to impermeable soils, future development with on-site stormwater retention and discharges may not be practical.

### Scope of Services

The City would like to update the Storm Sewer Study for the Business Park area. The Business Park area to be studied will be east of an "imaginary" line thru the existing Lexamar driveways onto Airview & Lexamar Drives. This Study will use the City of Boyne City base map which includes existing 2' contours along with the topographic survey C2AE has previously completed for Lexamar and Moll Drives.

Drainage areas will be developed based on existing contours of the Park. It will be assumed that all areas, both public and private, will be served by future storm sewer piping. Storm modeling will be completed under the assumption that future streets will have full length concrete curb & gutter.

Detailed flow calculations for each drainage area will be developed and new storm sewer piping will be sized. Vacant lots will be assumed to be developed when completing the flow calculations. Runoff calculations will be based on a 10-yr storm event.

C2AE will analyze existing and future outlet locations based on existing contour elevations and existing buildable areas. New future discharge outlets will be recommended as needed.

The future storm sewer map will be updated and plotted out for use by the City.



## *Engineering Fee/Schedule*

---

### **Fee**

C2AE proposes to complete the work as described in the Scope of Services for the lump sum amount of \$3,700.

### **Schedule**

C2AE proposes to complete the work within 8 weeks of approval.



**Standard Contract Provisions  
Studies/Reports/Mapping Services**

The parties to this agreement, C2AE, Lansing, Gaylord, Grand Rapids, Escanaba, and Kalamazoo, 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. Special 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. Upon notice to the A/E CONSULTANT and by mutual agreement between the parties, the A/E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. 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.
- F. 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.
- G. 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 via execution of this Agreement. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- H. 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,



**Standard Contract Provisions  
Studies/Reports/Mapping Services**

---

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.

- I. Payment Terms: Invoices will be submitted by the A/E CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- J. 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 presentation 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.
- K. 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.
- L. Errors and Omissions Insurance: The A/E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A/E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A/E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A/E CONSULTANT to all those named shall not exceed \$3,700.
- M. Indemnification: The A/E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the A/E CONSULTANT in the performance of professional services under this Agreement, to the extent that the A/E CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the A/E CONSULTANT and the OWNER. The A/E CONSULTANT shall not be obligated to indemnify the OWNER for the OWNER's own negligence.
- N. 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.
- O. Dispute Resolution: The OWNER agrees 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 per State law 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.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.