

**NOTICE OF PUBLIC MEETING
COUNCIL CHAMBERS-VILLAGE HALL
102 South Huron Avenue
Phone: 231-436-5351**

7:00 PM

March 19, 2015

**AGENDA-REGULAR MEETING
MACKINAW CITY VILLAGE COUNCIL**

- I. Roll Call**
- II. Pledge of Allegiance**
- III. Agenda Approval**
- IV. Correction and Approval of Minutes-Regular Meeting March 05, 2015**
- V. Public Comments**
- VI. Communication/Petitions**
- VII. Manager Report**
- VIII. President's Report/Department Reports**
- IX. Committee Reports:**
- X. Old Business: None**
- XI. New Business:**
 - A. Tree Board Ordinance Discussion**
 - B. Fire Service Letters to Townships**
 - C. Resolution-Contract for MDOT, S. Huron**
 - D. Resolution-Proposal 1 for Safer Roads**
 - E. Ordinance 94 Truck Traffic-Amendment, Reading and Adoption**
 - F. Ordinance Prohibited Docking or Storage of Trailers or Watercraft
Reading and Adoption**
- XII. Scheduling of Committee Meetings**
- XIII. Accounts Payable**
- IX. Adjourn**

**FINANCE AND HUMAN RESOURCE SUBCOMMITTEE-REVIEW
BILLS @ 6:45 PM**

UNAPPROVED
MINUTES REGULAR COUNCIL MEETING
MACKINAW CITY

7:00 P.M.

March 05, 2015

- I. **Roll Call**
President Robert R. Heilman called the meeting to order and with the following Trustees present – Tom Chastain, Scott Newman, Belinda Mollen, Paul Michalak. Absent, Trustees Robert Glenn-excused and Richard Perlick-unexcused. Also present, David White-Interim Manager and Lana Jaggi-Clerk.
- II. **Pledge of Allegiance**
- III. **Agenda Approval**
Motion Chastain seconded Mollen to approve the agenda as presented. Voice vote, motion carried unanimously.
- IV. **Correction and Approval of Minutes**
Motion Newman seconded Chastain to approve the minutes of regular meeting of February 19, 2015. Voice vote, motion carried unanimously.
- V. **Public Comments**
Patricia Godchaux-Mackinaw Area Public Library Board Member-Library Update
- VI. **Communication/Petitions**
Great Up North Alliance Letter submitted placed on file
State of Michigan DNR Letter
State of Michigan MDOT Letter
Heritage Village 2015 Events
- VII. **Manager Report**
Report as submitted.
- VIII. **President's Report/Department Head Reports**
Letter from Rep. Chatfield-Round Table Discussion with Council request
- IX. **Committee Reports**
A. Ordinance and Policy Report-Trustee Michalak, Chair as submitted
- X. **Old Business:**
None

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MACKINAW CITY**

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XI. New Business:

**A. Amendment to Site Plan Section of the Zoning Ordinance-Legal Fees
Motion Mollen seconded Newman to approve amend section 4-117 of the
Village of Mackinaw City Zoning Ordinance to include Legal Analysis
as Part if Site Plan Profession Review. Voice vote, motion carried unanimously.**

**B. Planning Commission Appointment
Motion Chastain seconded Michalak to approve the appointment of Paul
Allers to Planning Commission to fill vacancy until October 2015.
Voice vote, motion carried unanimously.**

**C. Audit RFP Results
Finance and Human Resource Subcom. Report-Trustee Newman as submitted.
Motion Newman seconded Michalak to accept the bid from Anderson, Tackman
and Company for 2015-2017 auditing services for \$12,000.00 for basic audit and
\$1,500.00 for single audit. Yeas-Mollen, Newman, Chastain, Heilman, Michalak.
Absent-Glenn, Perlick. Motion carried.**

D. Special Event Applications (4)

**1. 2015-SE-026 MAVB Zoo De Mack Finish Line Party
Motion Mollen seconded Michalak to approve the special event application
2015-SE-026, MAVB Zoo De Mack Finish Line pending proof of sign
dimensions and locations, certificate of liability, proof of liquor and food
licenses. Voice vote motion carried unanimously.**

**2. 2015-SE-027 MAVB Memorial Weekend Fireworks
Motion Mollen seconded Newman to approve the special event
application 2015-SE-027 MAVB Memorial Weekend Fireworks
as presented. Voice vote motion carried unanimously.**

**3. 2015-SE-028 MAVB Fall Colors Fireworks
Motion Mollen seconded Newman to approve the special event
application 2015-SE-028 MAVB Fall Colors Fireworks as presented.
Voice vote motion carried unanimously.**

**4. 2015-SE-030 Sheplers Inc. Win-Some Women
Motion Mollen seconded Chastain to approve the special event application
2015-SE-030 Shelper, Win-Some Women as presented.
Voice vote, motion carried unanimously.**

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5. 2015-SE-029 Sheplers Inc. Miss Margy Paint and Finish
Motion Mollen seconded Chastain to approve the special event application
2015-SE-029 Sheplers Inc. Miss Margy Paint and Finish as presented.
Voice vote, motion carried unanimously.

E. Transportation Applications (2)-Mackinac Old Time Trolley
Motion Mollen seconded to approve transportation applications (2) from
Mackinac Old Time Trolley pending verification of stickers and clarification
of who owns the 2007 trolley from Chief Wyman. Voice vote, motion carried
unanimously.

F. DNR Trailhead Directional Sign for Trail System
Motion Mollen seconded Newman to approve the DNR Trailhead Directional Sign
Grant not to exceed \$3500.00. Yeas-Mollen, Newman, Chastain, Heilman, Michalak.
Absent-Glenn, Perlick. Motion carried.

G. Resolution to establish the nonrefundable application fee;
Motion Chastain seconded Newman to approve Resolution 2015-06 to Establish
the Nonrefundable Application Fee as presented. Yeas- Newman, Chastain,
Heilman, Michalak, Mollen. Absent- Glenn, Perlick. Motion carried.

H. Right-of-way permit application
Motion Chastain seconded Michalak to approve the right of way permit application
as presented. Voice vote, motion carried unanimously.

I. Right-of-Way permit

J. Draft letter to property owners

Council consented to templates for ROW permit and draft letter to property owners
as presented.

XII. Scheduling of Committee Meetings
Canceled Council and Planning Commission Joint Work Session for
April 9, 2015. New date TBD.

XIII. Motion Newman seconded Michalak to pay accounts payable for March 05, 2015
in the amount of \$41,811.59. Yeas- Chastain, Heilman, Michalak, Mollen, Newman,
Absent- Glenn and Perlick. Motion carried.

UNAPPROVED

**MINUTES REGULAR COUNCIL MEETING
MACKINAW CITY**

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IX Adjournment: 8:28 PM

Respectfully submitted,

Robert R. Heilman; President

Lana Jaggi; Clerk

To: Mackinaw City Council
From: David M. White, Interim Village Manager
Date: February 13, 2015
Re: Manager Report for March 19, 2015, Council Meeting

XI. New Business

- A.** Tree Board Ordinance Discussion- The current tree ordinance has a conflict with the Village Council Subcommittee structure. Sec. 10-4.11(b) of the Tree Ordinance states that 3 members of the Tree Board will be members of the buildings, grounds, and parks Council subcommittee which has been changed when Council committees were realigned. Some discussion is needed to see how the Village Council would like to address this issue.
- B.** Fire Service Letters to Townships- Included in the Agenda packet are letters and invoices which I have put together in response to the last correspondence from Mackinaw and Wawatam townships regarding fire service. As the last contract for Fire Services between the Townships and Village expired in April 2014 the invoices I have prepared reflect the current costs of providing fire services. The invoices also include a Capital Improvement contribution to help offset the cost of replacing equipment that will be needed to take place over the next few years. After review I would be happy to address any questions or concerns that Trustee's may have.
- C.** Resolution- Contract with MDOT, South Huron Street- This resolution for consideration is to approve and authorize the execution of contract No 15-5041 with the MDOT for the resurfacing and curb reconstruction of South Huron from US23 to the Central Avenue intersection. The Engineers estimate for the project was \$524,600 while actual bids were received at \$485,983. I estimate that the Village share of the project will decrease about \$19,649. I would be happy to answer any questions Trustee's may have and I recommend approval of this very important project.
- D.** Resolution- Ballot question Proposal 1 for Safer Roads. This resolution for consideration has been requested by the Michigan Municipal League

asking the Village's support for Proposal 1 which will be before the State's voters in May. If passed the Village is projected to receive \$39,040 additional road funding in FY 2016. I would recommend that the Council adopt this resolution in support of better road for all of Michigan.

- E. Ordinance 94 Truck Traffic- Amendment, This proposed amendment to Ordinance 94 would regulate the passage of Heavy trucks and Special mobile equipment through the Village. The amendment also outlines a closed areas within the Village and a permit requirement for operation within designed closed areas. A penalty provision is also outlined in the proposed ordinance. I would recommend approval of this ordinance so as to control the movement of truck traffic within the Village.

- F. Ordinance adding sections 35.325 through 35.328 to part 35 of the Compiled code of the Village. The proposed additional sections define what a trailer, travel trailer, Village property and watercraft are under the ordinance. The additional sections also state a General Prohibition against parking, storing , docking, anchor or moor any trailer, travel trailer or watercraft on Village property without express written permission by the Manager or Chief of Police. I would recommend approval of this ordinance to help us address an ongoing problem. I would be happy to answer any questions Trustee's may have.

Items not on the Agenda

1. In your packet is a letter from Chris Shepler answering questions that some Trustee's asked at the last Council meeting.

2. I received an email from Emily Meyerson, Community Planner, Northern Lower Peninsula Trailways Coordinator stating that the North Western State Trail Alanson to Mackinaw City segment will be built this Summer. The email details the work schedule I would be happy to answer and questions that Trustee's may have.

**ARRESTS MADE BY THE MACKINAW CITY POLICE DEPARTMENT
YEAR TO DATE THROUGH FEBRUARY 28**

CRIME TYPE	2010	2011	2012	2013	2014	2015
CRIMES AGAINST PERSON	1	2	1	0	10	1
PROPERTY CRIMES	0	5	2	3	4	1
MORALS/DECENCY CRIMES	3	10	0	0	1	1
PUBLIC ORDER CRIMES	11	0	7	21	7	16
TOTAL	15	17	10	24	22	19

Citations Issued Year To Date 2015:	23
Citations Issued Year To Date 2014:	14
Citations Issued Year To Date 2013:	33

**COMPLAINTS RECEIVED BY THE MACKINAW CITY POLICE DEPARTMENT
YEAR TO DATE THROUGH FEBRUARY 28**

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Traffic Crash:						
Public Roadway	0	4	5	3	5	6
Private Property	2	2	4	2	4	0
Personal Injury Crash:	0	1	0	0	1	0
TOTAL	2	7	9	5	10	6
Breaking and Entering:						
Business	1	0	0	0	0	0
Residence	0	0	0	0	1	0
Other	0	0	0	0	0	0
TOTAL	1	0	0	0	1	0
Larceny:						
From Bldg./Veh./Pub. Place	4	4	2	2	0	0
Fail to Pay for Services	1	3	0	2	2	0
Bad Check/Fraud	2	0	1	0	0	0
TOTAL	7	7	3	4	2	0
Malicious Destruction of Property:	0	1	2	0	3	0
Domestic/Civil:	5	5	8	7	4	3
Assault:	3	3	5	0	4	1
Stolen Vehicle:	0	0	0	0	0	0
Reports Taken to Date:	85	111	110	102	92	94

MACKINAW CITY FIRE DEPARTMENT
Activity Report

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Runs						
January	7	5	3	9	9	
February	4	3	4	5	3	
March	3	5	3	2		
April	3	4	2	5		
May	7	7	6	8		
June	3	8	14	7		
July	9	10	8	5		
August	12	10	11	5		
September	9	9	7	6		
October	11	3	9	7		
November	7	6	5	6		
December	4	2	2	5		
TOTAL RUNS FOR YEAR	79	72	74	70	12	0
Training						
January	2	1	2	2	2	
February	3	2	2	2	2	
March	2	2	2	4		
April	1	2	2	2		
May	2	2	2	2		
June	2	2	2	2		
July	2	3	2	2		
August	2	3	2	2		
September	1	1	2	1		
October	3	2	4	2		
November	2	2	2	2		
December	1	0	1	3		
TOTAL TRAININGS FOR YEAR	23	22	25	26	4	0

**Village of Mackinaw City
Monthly Report – Water & Wastewater For February 2015**

Routine Maintenance and Usage: Date Submitted 03-13-15

<u>WATER FLOW</u>	<u>2015</u>	<u>2014</u>	<u>WASTEWATER FLOW</u>	<u>2015</u>	<u>2014</u>
MAXIMUM	.273 MG	.383 MG	MAXIMUM	.277 MG	.187 MG
AVERAGE	.193 MG	.212 MG	AVERAGE	.188 MG	.116 MG
TOTAL	5.396 MG	5.927 MG	TOTAL	5.286 MG	3.923 MG

- Number of water shutoffs during the month: 2
- Number of water turn-ons during the month: 3
- Number of new water service connections during the month 0
- Number of new sewer service connections during the month: 0
- Continue to maintain plant operation to efficiently treat wastewater
- Submit wastewater report to the state of Michigan DEQ & EPA
- Continue to conduct operation to meet the village's national pollution discharge permit
- Continue lab operations that efficiently and accurately measure wastewater operation parameters
- Conduct daily monitoring of the village's eight wastewater lift stations to maintain efficiency and reliable pumping operations
- Continue to operate our water system to meet state and federal drinking water standards
- Perform daily monitoring of the village's four municipal water wells
- Coordinate and perform water analysis for quality and to maintain safety of drinking water
- Conduct routine maintenance to our water system
- Continue performing monthly checks and required testing of necessary safety equipment
- Exercise emergency backup equipment to ensure reliability

New and Continued Projects:

- Completed a DEQ seminar in Lansing (continuing education credits).
- The Sewer department has completed a replacement project on one of our main weir (control valve) gates at the treatment plant. The department also replaced the sampler pump equipment which is used for our lab analysis process.
- Due to the extreme cold weather the Village of Mackinaw City continues to issue a Let Water Run Order in effect until further notice.
- Continue to perform snow removal at our wells, lift station, water tower and our wastewater treatment plant.
- The Water department continues work on service turn-offs for the current season. Most requests at this point are from seasonal residential customers or emergency shut offs.
- The water department began work on the water rate study, with assistance from the Michigan Rural Water Association (MRWA), in coordination with the village clerk and treasurer
- UIS Programming was here in February to update our computers and SCADA system (Supervisory Control and Data Acquisition).
- The Water department continues working on the Cross Connection program with H2O Compliance Services.

Notable Events Affecting Water & Wastewater Department:

The department experienced a water main break on West Etherington and Perrot Street. The main break was repaired by the DPW, with assistance from the water department. Due to cold temperatures in the month of February, the sewer department responded to seven reports of service problems related to freezing conditions. The water department responded to ten weather-related service issues.

CDD

March 12, 2015

For the month of February there was one Regular Planning Commission Meeting held on February 26, 2015.

Presently the office of CDD is working on a request for a change in zoning, the Zoning and Site Plan for the PUD, and a residential Zoning permit. With the summer season around the corner the office is starting to become busier.

Fred Thompson Jr.
Interim CDD

35.450 - TREE ORDINANCE VILLAGE OF MACKINAW CITY, MICHIGAN ord. no. 118 eff. Feb. 20, 1993**35.451 - DEFINITIONS.**

Sec. 10-4.11(a).

- (1) **Street trees:** "Street trees" are herein defined as trees, shrubs, bushes and all other woody vegetation on land laying between property lines on either side of all streets, avenues or rights-of-way within the Village.
- (2) **Park trees:** "Park trees" are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks, on public property, and on all areas owned by the Village or to which the public has free access as a park.
- (3) **Large trees:** "Large trees" are defined as those obtaining a height of fifty (50) feet or more.
- (4) **Medium trees:** "Medium trees" are defined as those obtaining a height of more than twenty-five (25) feet but less than fifty (50) feet.
- (5) **Small trees:** "Small trees" are defined as those obtaining a height of less than twenty-five (25) feet.

35.452 - CREATION AND ESTABLISHMENT OF A VILLAGE TREE BOARD.

Sec. 10-4.11(b). There is hereby created and established a Village Tree Board for the Village of Mackinaw City which shall consist of the three (3) members of the buildings, grounds, and parks subcommittee and two (2) at large members appointed by the Village President and confirmed by the Village Council.

(ord. no. 115 eff. Nov. 15, 1990)

35.453 - TERM OF OFFICE.

Sec. 10-4.11(c). Members of the Village Tree Board shall serve until their successor has been appointed.

(ord. no. 115 eff. Nov. 15, 1990)

35.454 - COMPENSATION.

Sec. 10-4.11(d). Members of the Board shall serve without compensation.

(ord. no. 115 eff. Nov. 15, 1990)

35.455 - DUTIES AND RESPONSIBILITIES.

Sec. 10-4.11(e). It shall be the responsibility of the Board to study, investigate counsel, develop, update and administer a plan for the care, preservation, pruning planting, replanting removal or disposition of street trees and park trees.

The board, when requested by the Village Council, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its duties and responsibilities.

(ord. no. 118 eff. Feb. 20, 1993)

35.456 - STREET TREES SPECIES TO BE PLANTED.

Sec. 10-4.11(f). The species set forth in this section shall constitute the official street tree species for Mackinaw City. No species other than those included in this section may be planted as street trees without written permission of the Village Tree Board.

LARGE TREES (50' OR MORE)

Superform Maple (Plantanoides "Superform")

Sugar Maple (Saccharum Hard Maple)

Marshall Seedless Green Ash (Pennsylvania lanceolata)

Shademaster Honeylocust (Gleditsia triacanthus inermis "Shademaster")

Skyline Honeylocust (Tricanthois inermis Skyline)

MEDIUM TREES (25' TO 50')

Crimson King Maple (Plantanoides "Crimson King")

Royal Red Maple (Plantanoides "Royal Maple")

Imperial Honeylocust (Triacanthos inermis "Imperial")

SMALL TREES (LESS THAN 25')

Eastern Redbud (Cercis canadensis)

Flowering Dogwood (Cornus)

Allegheny Serviceberry (Amelanchier laevis)

A more complete listing of appropriate trees allowed as Village street trees will be held by the Village Tree Board. The Village Tree Board will also be able to utilize their own good discretion in the allowance of trees placed on Village properties.

(ord. no. 118 eff. Feb. 20, 1993)

35.457 - SPACING.

Sec. 10-4.11(g). The spacing of street trees will be in accordance with the three (3) species size classes listed in Section 10-4.11(f)[35.456], and no trees may be planted closer together than the following: Small trees, thirty (30) feet (9.1m); medium trees, forty (40) feet (12.2m); large trees, fifty (50) feet (16.2m), except as approved in writing by the Village Tree Board.

(ord. no. 118 eff. Feb. 20, 1993)

35.458 - DISTANCE FROM CURB AND SIDEWALK.

Sec. 10-4.11(h). The distance trees may be planted from curbs or curblines and sidewalks will be in accordance with the three (3) species size classes listed in Section 10-4.11(f)[35.456], and no trees may be planted closer to any curb or sidewalk than the following: Small trees, two (2) feet (0.61m); medium trees, three (3) feet (0.91m); and large trees, four (4) feet (1.22m).

The only exception to this will be when so authorized by the Village Council during Village streetscape projects which benefit the entire community. Then some discretion will be allowed, but only under a Urban Forester or Landscape Architect's approval.

(ord. no. 118 eff. Feb. 20, 1993)

35.459 - DISTANCE FROM STREET CORNERS AND FIREPLUGS.

Sec. 10-4.11(i). No street tree shall be planted closer than thirty-five (35) feet (10.67m) to any street corner, measured from the point of nearest intersecting curbs or curblines. No street tree shall be planted closer than ten (10) feet (3.05m) to any fireplug. Again certain discretion will be allowed when so authorized by the Village Council.

(ord. no. 118 eff. Feb. 20, 1993)

35.460 - UTILITIES—STREET TREES.

Sec. 10-4.11(j). No street trees other than those species listed as small trees in Section 10-4.11(f) [35.456] of this ordinance may be planted under or within ten (10) lateral feet (3.05m) of any overhead utility wire, or over or within five (5) lateral feet (1.52m) of any underground water line, sewer line, transmission line or other utility.

(ord. no. 118 eff. Feb. 20, 1993)

35.461 - UTILITIES—TREES ON PRIVATE PROPERTY.

Sec. 10-4.11(k).

- (1) No person shall plant any tree on private property within the Village unless the distance from the center of the trunk of such tree to the nearest street right-of-way line measure six (6) feet or more.
- (2) No person shall plant on private property within the village any tree enumerated in Section 10-4.11(f)[35.456] as small trees within five (5) lateral feet of any underground water line, sewer line, transmission line or other utility.
- (3) No person shall plant on private property within the Village any tree enumerated in Section 10-4.11(f)[35.456] as medium trees within ten (10) lateral feet of any underground water line, sewer line, transmission line or other utility.
- (4) No person shall plant on private property within the Village any tree enumerated in Section 10-4.11(f)[35.456] as large trees within fifteen (15) lateral feet of any underground water line, sewer line, transmission line or other utility.
- (5) No person shall plant on private property within the Village any Poplar, Box Elder, Basswood, Willow, Silver Maple, Common Catalpa, Horse-Chestnut, Chinese Elm Tree or "Tree of Heaven" without first obtaining the written approval of the Village Tree Board.
- (6) No person shall plant on private property within the Village any tree not enumerated in Section 10-4.11(f)[35.456] and not prohibited in this section within twenty-five (25) lateral feet of any underground water line, sewer line, transmission line or other utility.

(ord. no. 118 eff. Feb. 20, 1993)

35.462 - STREET TREE AND PARK TREE CARE.

Sec. 10-4.11(l). The Village shall have the right to plant, prune, maintain and remove street trees, park trees, plants and other vegetation within the lines of all streets, alleys, avenues, lanes, squares, rights-of-way and public grounds. The Village Tree Board may remove or cause or order to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, cable lines or other public improvements, or is affected with any injurious fungus, insect or other pest. This section shall not prohibit the planting of street trees by adjacent property owners provided that the selection and location of said trees is in accordance with Sections 10-4.11(f)[35.456] through 10-4.11(j)[35.460].

(ord. no. 118 eff. Feb. 20, 1993)

35.463 - Tree Topping.

Sec. 10-4.11(m). It shall be unlawful for any person or entity to top any street tree or park tree without the written consent of the Village Tree Board. Topping is defined as the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where pruning practices are impractical may be exempted from the provisions of this section by a determination of the Village Tree Board.

(ord. no. 118 eff. Feb. 20, 1993)

35.464 - PRUNING, CORNER CLEARANCE.

Sec. 10-4.11(n). Every owner of any tree overhanging any street right-of-way within the Village shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight (8) feet (2.43m) above the surface of the street or sidewalk. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs that constitute a menace to the safety of the public. The Village shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, or interferes with the visibility of any traffic control device or sign.

(ord. no. 118 eff. Feb. 20, 1993)

35.465 - DEAD OR DISEASED TREE REMOVAL ON PRIVATE PROPERTY.

Sec. 10-4.11(n). The Village shall have the right to cause removal of any dead or diseased tree(s) thereof on private property within the Village, when such tree(s) or part(s) thereof constitute a hazard to life and property or harbor insects or disease that constitute a potential threat to other tree(s) within the Village. The Village Tree Board shall send notice by first class mail to the owner of the private property as appears from the assessment of records, and also a copy of such notice shall be sent by first class mail to the occupant. Removal shall be done by said owners or occupants at their own expense within sixty (60) days after the date of mailing of notice. In the event of failure of owners or occupants to comply with such provisions, the Village shall have the authority to remove said tree(s) and charge the cost of removal on the owners property tax notice. In addition, the Village may elect to recover such amount through Court action.

(ord. no. 118 eff. Feb. 20, 1993)

35.466 - REMOVAL OF STUMPS.

Sec. 10-4.11(p). All stumps of street trees and park trees shall be removed below the surface of the grounds so that the top of the stump shall not project above the surface of the ground.

(ord. no. 118 eff. Feb. 20, 1993)

35.467 - INTERFERENCE WITH VILLAGE TREE BOARD.

Sec. 10-4.11(q). It shall be unlawful for any person to prevent, delay or interfere with the Village Tree Board, or any of its agents, while engaging in and about the planting, inventorying, tagging, cultivating, mulching, pruning, spraying or removing of any street trees, park trees or trees on private grounds, as authorized in this ordinance, or to remove, deface, mutilate or destroy any tree tag or other identifying device attached to any street trees, park trees or trees on private ground by the Tree Board, or any of its agents.

(ord. no. 118 eff. Feb. 20, 1993)

35.468 - RECOVERY OF VALUE OF LOST STREET TREES AND PARK TREES.

Sec. 10-4.11(r).

- (1) Whenever the Village Tree Board shall determine that any street tree or park tree has been impaired, damaged, severed, destroyed, removed or broken in a manner which has caused or will cause immediate or future removal of the tree and that such removal is deemed premature and untimely based on the condition, vigor, location, kind and age of the tree and the Board shall have knowledge of the person causing said damage, then the Board shall assess against the responsible person the cost to replace the damaged tree with three trees selected by the Village with a minimum trunk diameter of three (3) inches as measured at a height six (6) inches above the base of the tree. The Village shall not be restricted in its choice as to the replacement planting site.
- (2) It shall be the duty of any Village Department, having knowledge of any such damage or destruction to street trees or park trees and having knowledge of the person or persons causing said damage to immediately report this to the Village Manager.
- (3) It shall be the duty of the Village Manager to notify the Village Council and the Village Tree Board of any damage to street trees or park trees for which recovery should be sought under the provisions of this section.

(ord. no. 118 eff. Feb. 20, 1993; amend. adopt. Oct. 17, 2002)

35.469 - APPEAL TO VILLAGE COUNCIL.

Sec. 10-4.11(s). Any person may appeal any ruling or order of the Village Tree Board to the Village Council, who shall hear the matter and affirm, reverse or amend the decision of the Village Tree Board.

(ord. no. 118 eff. Feb. 20, 1993)

35.470 - PENALTY.

Sec. 10-4.11(t). Any person violating any provision of Section 10-4.11[35.450 et seq.] shall be guilty of a misdemeanor, and upon conviction or a plea of guilty, shall be subject to a fine not to exceed five hundred dollars (\$500.00). Any such fine shall be separate from the recovery of value provided in this

section. The maximum amount of the fine herein provided shall in no way limit the amount of the value which may be recovered under the provisions of this section.

(ord. no. 118 eff. Feb. 20, 1993)

35.471 - SEVERABILITY.

Sec. 10-4.11(u). If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions of this ordinance.

(ord. no. 118 eff. Feb. 20, 1993)

35.472 - EFFECTIVE DATE.

Sec. 10-4.11(v). This ordinance shall become effective 20 days after adoption. All ordinances or part of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

(ord. no. 118 eff. Feb. 20, 1993; amend. adopt. Oct. 17, 2002)

35.473 - (RESERVED FOR FUTURE USE.)

35.474 - REPEAL OF CONFLICTING ORDINANCES.

Sec. 10-4.11(x). Ordinance No. 21, effective June 24, 1901 is hereby repealed.

(ord. no. 118 eff. Nov. 1, 1994; amend. adopt. Sept. 15, 1994)

Adopted: January 21, 1993

Tree Board
Item

Village of Mackinaw City
Proposed Sub-Committee Appointments
September 17, 2013

Facilities and Streets

Chair-Belinda Mollen, Paul Michalak, Dick Perlick

Finance and Human Resources

Chair-Sandy Planisek, Paul Michalak, Bob Glenn

Marina

Chair-Matt Yoder, Sandy Planisek, Belinda Mollen

Ordinance and Policy

Chair-Paul Michalak, Sandy Planisek, Dick Perlick

Public Safety

Chair-Dick Perlick, Paul Michalak, Bob Glenn

Utilities

Chair-Bob Glenn, Matt Yoder, Belinda Mollen

Parks and Recreation

Chair-Sandy Planisek, Bob Glenn, Matt Yoder

Tree Board
Item

MINUTES REGULAR COUNCIL MEETING
MACKINAW CITY

7:00 P.M.

September 17, 2013

Page 2

B. Motion Hingston seconded Mollen to accept the Village President's selections of new sub-committee assignments as follows:

Facilities-Mollen (Chair), Michalak, Perlick
Finance-Planisek (Chair), Michalak, Glenn
Marina/Recreation-Yoder (Chair), Planisek, Mollen
Ordinance-Michalak (Chair), Planisek, Mollen
Safety-Perlick (Chair), Michalak, Glenn
Utilities-Glenn (Chair), Yoder, Mollen
Tree Board-Planisek (Chair), Glenn, Yoder

Voice vote-motion carried unanimously.

IX. Reports/Committees/Village Commissions:

Marina Sub-Committee Report, Matt Yoder (Chair) was presented and placed on file.

X. Scheduling of Council Sub Committee Meetings:

Facilities-Mollen (Chair), Michalak, Perlick -Wed. October 9, 2013 9:00 AM
Finance-Planisek (Chair), Michalak, Glenn - Tues. October 8, 2013 10:00 AM
Marina/Recreation-Yoder (Chair), Planisek, Mollen-Tues. October 8, 2013 8:00 AM
Ordinance-Michalak (Chair), Planisek, Mollen- Wed. October 9, 2013 10:00 AM
Safety-Perlick (Chair), Michalak, Glenn - Fri. October 11, 2013 10:00 AM
Utilities-Glenn (Chair), Yoder, Mollen - Fri. October 11, 2013 8:00 AM

XI. Closing Public Comments

XII. Adjournment: 7:35 PM

Respectfully submitted;

Jeff Hingston; President

Lana Jaggi; Clerk



Village of Mackinaw City

102 South Huron Avenue, P.O. Box 580, Mackinaw City, Michigan 49701

Telephone: (231) 436-5351 Fax: (231) 436-4166

www.mackinawcity.org village@mackinawcity.org

March 10, 2015

Mr. Roger Moore
Wawatam Township
P.O. Box 481
Mackinaw City, MI 49701

Dear Mr. Moore:

The Village of Mackinaw City is in receipt of your letter dated January 27, 2015, regarding fire protection services for properties located within Wawatam Township and outside of the Village limits. As it has for many decades, the Village would like to continue providing fire services to all of Wawatam Township. However, as you are aware, fire departments are costly to operate because of the specialized equipment and training needed to maintain certification. For the Village Fire Department, certification is even more important with our current ISO rating review taking place in the near future. Although the Village has strived to contain its costs where ever possible, they continue to escalate as we work to maintain our current levels of fire service.

After reviewing the Township's proposal as specified in the letter, the Village has determined that the proposed guaranteed payment for continued fire protection services is only \$4,053.13 higher than was paid in 2010. This amount does little to match the increased costs the Village has incurred and does not address capital replacement needs, which are becoming an issue that must be addressed. Additionally, it is the Village's position that the contract mentioned in your letter expired long ago. Therefore, we believe it is improper to use formulas listed in that prior contract to calculate payments for fire protection services.



Please find attached a proposed payment structure that will allow the Village to continue to provide fire protection services to properties within the Township. To offset the new proposed rate, the Village would suggest that the Township review Public Act 81 of 1989 and/or Public Act 33 of 1951, as possible avenues of funding (through a public safety special assessment) for those Township properties outside of the Village of Mackinaw City. In addition, so that the long term capital needs of the Village Fire Department are addressed, Public Act 81 and Public Act 33 could be an avenue to address that area as well.

After your review of this letter, please contact me so that we can discuss it further. Time is running short and if it is the intent of Wawatam Township to continue to contract with Mackinaw City for fire services, the Village Council would like to resolve this issue in the next 30 to 60 days.

Sincerely,

Dave White
Interim Village Manager



STATEMENT
Village of Mackinaw City
Post Office Box 580
MACKINAW CITY, MICHIGAN 49701
Telephone 231-436-5351

March 10, 2015

Wawatam Township
P.O. Box 481
123 W. Etherington Street
Mackinaw City, MI 49701

DEPARTMENT: FIRE DEPARTMENT

Fire Service for Wawatam Township for fiscal year 2015-2016

Fire Protection:	\$18,543.69
Capital Improvements:	<u>\$18,482.33</u>

Total Amount Due:	\$37,026.02
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Village of Mackinaw City

102 South Huron Avenue, P.O. Box 580, Mackinaw City, Michigan 49701

Telephone: (231) 436-5351 Fax: (231) 436-4166

www.mackinawcity.org village@mackinawcity.org

March 10, 2015

Ms. Donna Falor
Mackinaw Township
P.O. Box 95
Mackinaw City, MI 49701

Dear Ms. Falor:

The Village of Mackinaw City is in receipt of your letter dated January 27, 2015, regarding fire protection services for properties located within Mackinaw Township and outside of the Village limits. As it has for many decades, the Village would like to continue providing fire services to all of Mackinaw Township. However, as you are aware, fire departments are costly to operate because of the specialized equipment and training needed to maintain certification. For the Village Fire Department, certification is even more important with our current ISO rating review taking place in the near future. Although the Village has strived to contain its costs where ever possible, they continue to escalate as we work to maintain our current levels of fire service.

After reviewing the Township's proposal as specified in the letter, the Village has determined that the proposed guaranteed payment for continued fire protection services is only \$3,496.00 higher than was paid in 2010. This amount does little to match the increased costs the Village has incurred and does not address capital replacement needs, which are becoming an issue that must be addressed. Additionally, it is the Village's position that the contract mentioned in your letter expired long ago. Therefore, we believe it is improper to use formulas listed in that prior contract to calculate payments for fire protection services.



Please find attached a proposed payment structure that will allow the Village to continue to provide fire protection services to properties within the Township. To offset the new proposed rate, the Village would suggest that the Township review Public Act 81 of 1989 and/or Public Act 33 of 1951, as possible avenues of funding (through a public safety special assessment) for those Township properties outside of the Village of Mackinaw City. In addition, so that the long term capital needs of the Village Fire Department are addressed, Public Act 81 and Public Act 33 could be an avenue to address that area as well.

After your review of this letter, please contact me so that we can discuss it further. Time is running short and if it is the intent of Mackinaw Township to continue to contract with Mackinaw City for fire services, the Village Council would like to resolve this issue in the next 30 to 60 days.

Sincerely,

Dave White
Interim Village Manager



STATEMENT

Village of Mackinaw City
Post Office Box 580
MACKINAW CITY, MICHIGAN 49701
Telephone 231-436-5351

March 10, 2015

Mackinaw Township
P.O. Box 95
10595 Wallick Road
Mackinaw City, MI 49701

DEPARTMENT: FIRE DEPARTMENT

Fire Service for Mackinaw Township for fiscal year 2015-2016

Fire Protection:	\$22,400.33
Capital Improvements:	<u>\$24,683.04</u>

Total Amount Due:	\$47,083.37
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VILLAGE COUNCIL
VILLAGE OF MACKINAW CITY
Cheboygan and Emmet Counties, Michigan

Trustee _____, supported by Trustee _____, moved the adoption of the following resolution:

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE AND AUTHORIZE THE
EXECUTION OF CONTRACT NO 15-5041 WITH THE
MICHIGAN DEPARTMENT OF TRANSPORTATION TO
FACILITATE THE SOUTH HURON AVENUE PROJECT**

WHEREAS, the Village of Mackinaw City (the "Village") has determined to undertake asphalt repair, milling, resurfacing, curb and gutter replacement, sidewalk ramping, pavement marking, and related work along South Huron Avenue from Highway US-23 to Central Avenue (the "Project"); and

WHEREAS, to facilitate the Project, the Village has requested administrative, supervision and financing assistance from the Michigan Department of Transportation ("MDOT") through the Transportation Economic Development Fund; and

WHEREAS, MDOT has approved the Project for such funding and assistance and the Village and MDOT must formalize this arrangement by contract.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Subject to the successful sale and delivery of bonds to finance the amounts due under any contracts awarded in conjunction with the Project, Contract No. 15-5041, between the Michigan Department of Transportation and the Village of Mackinaw City, is approved in the form attached as Exhibit A.
2. The Village President and Village Clerk are authorized and directed to execute Contract No. 15-5041 on behalf of the Village.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Trustee(s) _____

NAYS: Trustee(s) _____

ABSTAIN: Trustee(s) _____

ABSENT: Trustee(s) _____

CERTIFICATION

I certify that this is a true and complete copy of a resolution adopted at a regular meeting of the Village Council of the Village of Mackinaw City held on March 19, 2015.

Date: _____, 2015

Lana Jaggi, Village Clerk

EXHIBIT A

CONTRACT NO. 15-5041

TED (D)
FED

CAB

Control Section	STL 16555
Job Number	112775A
Project	STP 1516(005)
Federal Item No.	LL 0450
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	15-5041

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the VILLAGE OF MACKINAW CITY, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the Village of Mackinaw City, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 23, 2015, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing work along South Huron Avenue from Highway US-23 northerly to Central Avenue; including select curb and gutter replacement, sidewalk ramp, and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT as described by this contract qualifies for funding pursuant to PA 233, Section 2(2); Public Act of 1987 and categorized as:

D FUNDED PROJECT

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal Program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be done in accordance with PART II, Section II of this contract.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met by contributions by the Federal Government and/or TED FUNDS. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at a participation ratio equal to 43 percent. State TED FUNDS Category D shall be applied to the eligible items of the PROJECT COST at a participation ratio equal to 6 percent. The remaining balance of the PROJECT COST, after deduction of Federal Funds and/or TED FUNDS, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share, if any, of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds and/or TED FUNDS earned as the PROJECT progresses.

Any items of PROJECT COST not reimbursed by Federal Funds and/or TED FUNDS will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

7. At such time as traffic volumes or safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, if applicable, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that, if applicable, remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the

DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for

the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

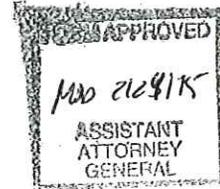
VILLAGE OF MACKINAW CITY

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



January 23, 2015

EXHIBIT I

CONTROL SECTION	STL 16555
JOB NUMBER	112775A
PROJECT	STP 1516(005)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$524,600
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$524,600
Less Federal Surface Transportation Funds	\$225,600
Less State TED FUNDS	<u>\$ 31,500</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$267,500

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

ARTICLE XXIV. ADMINISTRATION AND OPERATION

Sec. 24-101 CHANGES, AMENDMENTS.

The Village Council is authorized and empowered to cause this Ordinance, or any portion thereof, to be amended, supplemented or changed in either the district boundaries as illustrated on the zoning map or the regulations herein established, pursuant to the authority of and according to the procedures set forth in the Zoning Act, as amended.

A. The procedure for amending this Ordinance shall be as follows:

1. Each petition shall be submitted to the Village accompanied by a rezoning fee, as listed on the Permit and Application Fee Schedule held by the Village Clerk and Zoning Administrator, and then referred to the Planning Commission at the next regularly scheduled meeting.

2. The procedure for amending the ordinance, whether for rezoning or other zoning ordinance amendments will follow Section 24-105.

3. Following the public hearing, the Planning Commission shall submit a final report to the Village Council, containing a summary of the comments received at the public hearing and its recommendation on the proposed amendment(s).

4. The Village Council may hold additional public hearings on the proposed amendments if it deems such hearings appropriate. Upon receipt of the Planning Commission's final report, the Village Council may adopt the amended ordinance and maps, with or without changes, or refer the proposed amendments to the ordinance and/or maps again to the Planning Commission for further study and report.

5. Upon presentation of a protest petition against such proposed amendment to this Zoning Ordinance to the Village Council, signed by the owners of at least twenty (20) percent of the area of land in the proposed change or twenty (20) of owners of land within an area extending outward one hundred (100) feet from the boundary of the land included in the proposed change, such amendment shall not be passed except by a two-thirds (2/3) vote of all members of the Village Council. All publicly owned lands shall be excluded in calculating the twenty (20) percent land area required.

6. Following adoption of such amendment to this Zoning Ordinance by the Village Council, the Village shall publish one (1) notice of adoption in a newspaper of general circulation in the Village within fifteen (15) days after the date of adoption. The notice shall include the following information:
a. A summary of the regulatory effect of the amendment including the geographic area affected, or the text of the amendment.
b. The effective date of the Ordinance.
c. The place and time where a copy of the Ordinance may be purchased or inspected.

(Amended Feb., 2007)

Sec. 24-102 VIOLATION, ENFORCEMENT.

A. Buildings or structures erected, altered, razed, or converted, or uses carried on in violation of any provision of this Ordinance are declared to be a nuisance per se. The court may order such nuisance abated, and the owner or agent in charge of such building or land or both may be adjudged guilty of maintaining a nuisance.

- A. A demand for a zoning appeal is received by the zoning administrator. Appeals can be filed by:
 - 1. a person aggrieved, or
 - 2. an officer, department, board, or bureau of the state or local unit of government.
- B. The Appeals Board shall have the authority to hear appeals concerning:
 - 1. All questions that arise in the administration of the zoning ordinance, including interpretation of the zoning map.
 - 2. All administrative orders, requirements, decision or determination made by an administrative official or body charged with enforcement of the zoning ordinance.
 - 3. All decisions of the zoning administrator.
 - 4. All decisions concerning site plan review.
 - 5. All decisions of the planning commission concerning special use permits.
- C. Upon receipt of a demand for appeal, the administrator will review the demand for appeal to insure it is complete and the fee is paid.

Sec. 24-104 VARIANCE AND APPEALS.

- A. A meeting is to be held as previously determined by the Board.
- B. The Clerk is so instructed by the Chairman.
- C. The Clerk is so instructed in writing by any other three members of the Board. Five (5) members shall constitute a quorum. (November 6, 1980.)

Meetings of the Board shall be held at such times and places as may be designated by the Clerk. The Clerk is authorized to call such meetings at any time when matters are pending requiring attention by the Board. The Clerk shall call such meetings whenever:

The Village Council shall function as the Mackinaw City Board of Appeals. The Village Clerk shall serve as Secretary of the Board. All meetings shall be open to the public. The Board shall adopt its own rules of procedure and keep a record of its proceedings, showing the action taken upon each matter considered. The Village President shall serve as Chairman of the Board and is a voting member of the Board of Appeals.

Sec. 24-103 BOARD OF APPEALS.

- B. For any and every violation of the provisions of this Ordinance, the owner, agent, architect, builder, lessee or tenant of the land or building or part thereof where violation has been committed or exists shall be guilty of a misdemeanor and the owner, agent, architect, builder or any person who commits, takes part, or assists in such violation of any of the provisions of this Ordinance, or any person who maintains any building or land in or on which such violation exists, shall be guilty of a civil infraction, and shall be punished by a fine of not more than five hundred (\$500.00) dollars for each offense, or shall be punished by imprisonment in jail for a period not to exceed ninety (90) days. If the owner, lessee, or tenant is an unincorporated association or a non-profit membership corporation, every member of such association or corporation shall be deemed guilty of a civil infraction as herein provided and subject to the penalties herein specified. Each day that a violation is permitted to exist shall constitute a separate offense.
- C. The Village or any interested party may apply to any court of competent jurisdiction to restrain any person, firm or corporation from such disobedience or threatened violation, notwithstanding such disobedience or violation may be punishable by a fine or imprisonment as above provided.

1. If the application is not complete, the administrator will return the application to the applicant with a letter that specifies the additional material required.
 2. If the application is complete, the administrator and chairman of the appeals board shall establish a date to hold a hearing on the appeal.
- D. The appeal stays all proceedings in furtherance of the action appealed, unless the body or officer from whom the appeal is taken certifies to the zoning board of appeals that by reason of facts stated in the certificate, a stay would in the opinion of the body or officer cause imminent peril of life or property, in which case proceedings may be stayed by a restraining order issued by the zoning board of appeals or a circuit court.
- E. The notices shall be given according to Section 24-105 Public Notice.
- F. The appeals board shall hold a hearing on the demand for appeal.
1. Representation at Hearing – Upon the hearing, any party or parties may appear in person or by agent or by attorney.
 2. Standards for Variance decisions by the appeals board: The appeals board shall base its decision on variances from the strict requirements of this ordinance so that the spirit of the ordinance is observed, public safety secured, and substantial justice done based on the following standards:
 - a. For non-use variances: a non-use variance may be granted by the Zoning Board of Appeals in cases where the applicant demonstrates in the official record of the public hearing that practical difficulty exists by showing all of the following:
 1. That the need for the requested variance is due to unique circumstances or physical conditions of the property involved, such as narrowness, shallowness, shape, water, or topography and is not due to the applicant's personal or economic difficulty.
 2. That the need for the requested variance is not the result of actions of the property owner or previous property owners (self-created).
 3. That strict compliance with regulations governing area, setback, frontage, height, bulk, density or other non-use requirements will unreasonably prevent the property owner from using the property for a permitted purpose, or will render conformity with those regulations unnecessarily burdensome.
 4. That the requested variance is the minimum variance necessary to do substantial justice to the applicant as well as to other property owners in the district.
 5. That the requested variance will not cause an adverse impact on surrounding property, property values, or the use and enjoyment of property in the neighborhood or zoning district.
 - b. For Use Variances: Under no circumstances shall the appeals board grant a variance to allow a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.
- G. If the demand for appeal is for a variance the appeals board shall either grant, grant with conditions, or deny the application. The appeals board may reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination and may issue or direct the issuance of a permit. A majority vote of the membership of the appeals board is necessary to grant a non-use variance and rule on an interpretation of the ordinance. The decision shall be in writing and reflect the reasons for the decision.

1. At a minimum the record of the decision shall include:
 - a. Formal determination of the facts,
 - b. The conclusions derived from the facts (reasons for the decision)
 - c. The decision.
 2. Within eight days of the decision the record of the decision shall be certified and a copy delivered by first class mail to the person demanding the appeal, the administrator, and other parties.
 - H. Any person having an interest affected by such decision shall have a right to appeal to Circuit court within 30 days of the certified decision of the appeals board, as provided by law.
- (Amended Feb., 2007)
- Sec. 24-105 PUBLIC NOTICE.**
- 24-105.1 Public Notification: All applications for development approval requiring a public hearing shall comply with the Michigan Zoning Enabling Act, PA 110 of 2006 and the other provisions of this Section with regard to public notification.
- A. Responsibility: When the provisions of this Ordinance or the Michigan Zoning Enabling Act require that notice be published, the zoning administrator shall be responsible for preparing the content of the notice, having it published in a newspaper of general circulation in the Village of Mackinaw City and mailed or delivered as provided in this Section.
- B. Content: All mail, personal and newspaper notices for public hearings shall:
1. Describe nature of the request: Identify whether the request is for a rezoning, text amendment, special land use, planned unit development, variance, appeal, ordinance interpretation or other purpose.
 2. Location: Indicate the property that is the subject of the request. The notice shall include a listing of all existing street addresses within the subject property. Street addresses do not need to be created and listed if no such addresses currently exist within the property. If there are no street addresses, other means of identification may be used such as a tax parcel identification number, identifying the nearest cross street, or including a map showing the location of the property. No street addresses must be listed when eleven (11) or more adjacent properties are proposed for a zoning amendment, or rezoning, or when the request is for an ordinance interpretation not involving a specific property.
 3. When and where the request will be considered: Indicate the date, time and place of the public hearing(s).
 4. Written comments: Include a statement describing when and where written comments will be received concerning the request. Include a statement that the public may appear at the public hearing in person or by counsel.
 5. Handicap access: Information concerning how handicap access will be accommodated if the meeting facility is not handicap accessible.
- C. Personal and Mailed Notice
1. General: When the provisions of this Ordinance or state law require that personal or mailed notice be provided, notice shall be provided to:
 - a) The owners of property for which approval is being considered, and the applicant, if different than the owner(s) of the property.
 - b) Except for a zoning amendment, or rezoning, requests involving eleven (11) or more adjacent properties or an ordinance interpretation request

24-106 and 24-107 RESERVED FOR FUTURE AMENDMENTS.

(Amended Feb., 2007)

- A. General: Any neighborhood organization, public utility company, railroad or any other person may register with the zoning administrator to receive written notice of all applications for development approval pursuant to 24-105.1.C.1.c), Personal and Mailed Notice, or written notice of all applications for development approval within the zoning district in which they are located. The Zoning Administrator shall be responsible for providing this notification. Fees may be assessed for the provision of this notice, as established by the legislative body.
- B. Requirements: The requesting party must provide zoning administrator information on an official form to ensure notification can be made. All registered persons must re-register annually to continue to receive notification pursuant to this Section.

24-105.2 REGISTRATION TO RECEIVE NOTICE BY MAIL:

- 1. For a public hearing on an application for a rezoning, text amendment, special land use, planned unit development, variance, appeal, or ordinance interpretation: not less than fifteen (15) days before the date the application will be considered for approval.
 - 2. Notice by mail/affidavit: Notice shall be deemed mailed by its deposit in the United States mail, first class, properly addressed, postage paid. The zoning administrator shall prepare a list of property owners and registrants to whom notice was mailed, as well as of anyone to whom personal notice was delivered.
 - D. Timing of Notice: Unless otherwise provided in the Michigan Zoning Enabling Act, PA 110 of 2006, or this Ordinance where applicable, notice of a public hearing shall be provided as follows:
 - 1. For a public hearing on an application for a rezoning, text amendment, special land use, planned unit development, variance, appeal, or ordinance interpretation: not less than fifteen (15) days before the date the application will be considered for approval.
 - c) All neighborhood organizations, public utility companies, railroads and other persons which have requested to receive notice pursuant to 24-105.2, Registration to Receive Notice by Mail.
 - 1. For a public hearing on an application for a rezoning, text amendment, special land use, planned unit development, variance, appeal, or ordinance interpretation: not less than fifteen (15) days before the date the application will be considered for approval.
- that does not involve a specific property; to all persons to whom real property is assessed within three hundred (300) feet of the boundary of the property subject to the request, regardless of whether the property or occupant is located within the boundaries of the Village of Mackinaw City. If the name of the occupant is not known, the term "occupant" may be used in making notification. Notification need not be given to more than one (1) occupant of a structure, except that if a structure contains more than one (1) dwelling unit or spatial area owned or leased by different individuals, partnerships, businesses, or organizations, one (1) occupant of each unit or spatial area shall receive notice. In the case of a single structure containing more than four (4) dwelling units or other distinct spatial areas owned or leased by different individuals, partnerships, businesses or organizations, notice may be given to the manager or owner of the structure who shall be requested to post the notice at the primary entrance to the structure.

A Resolution in Support of Proposal 1 for Safer Roads

WHEREAS, Michigan's roads and bridges threaten driver safety and contribute to countless accidents each year, as drivers swerve to avoid potholes and other road hazards; and

WHEREAS, 38 percent of Michigan's state- and locally-owned urban roads and 32 percent of the state's state- and locally-owned rural roads are in poor condition; and

WHEREAS, Michigan has relied on Band-Aid, short-term fixes for our roads instead of investing enough money to fix our roads for the long term; and

WHEREAS, Michigan invests less per capita in transportation than any state in the United States of America; and

WHEREAS, the longer we wait to fix Michigan's roads, the more it will cost us; and

WHEREAS, in addition to threatening public safety, Michigan's crumbling roads hurt our economy; and

WHEREAS, Proposal 1 on the May 5 ballot is Michigan's last, best chance to finally fix our roads with funds that the politicians can't divert somewhere else – while also supporting Michigan's long-term future by investing in our public schools and local communities;

WHEREAS: Having adequate resources to fix our crumbling roads and bridges is crucial to helping improve the state's economy and generate an estimated 15,000 new skilled and high-paying jobs in Michigan; and

WHEREAS: Because safe roads are essential to the movement of goods throughout Michigan, Proposal 1 is supported by some of Michigan's leading organizations of job providers including the Grand Rapids Area Chamber of Commerce, Southwest Michigan First, Business Leaders for Michigan, the West Michigan Policy Forum, Detroit Regional Chamber, Small Business Association of Michigan, Greater Brighton Area Chamber of Commerce, Michigan Lodging and Resort Association and more; and

WHEREAS: Having safe roads is vital to the success of municipalities and is supported by some of the state's leading associations including the Michigan Municipal League, Michigan Association of Counties, Grand Valley Metropolitan Council, and Michigan Townships Association; and

NOW THEREFORE BE IT RESOLVED: That the __ City/Village/Township__ of
__ Name_____ supports Proposal 1 on the May 5 ballot to provide the funding
needed to finally fix our roads for the long term; and

RESOLVED: That the __ City/Village/Township__ of __ Name_____ knows the
1-cent increase in the sales tax will benefit local communities and help ensure drivers'
safety on the roads; and

RESOLVED: That the __ City/Village/Township__ of __ Name_____ formally
supports Safe Roads Yes! because if it passes, every penny we pay at the pump in state
gas taxes is guaranteed in the constitution to go to transportation.

The above resolution was offered by __ (name of individual)___ and supported by
__ (name of individual)___.

AYES: _____
NAYS: _____

RESOLUTION DECLARED ADOPTED.

Date: _____

VILLAGE COUNCIL
VILLAGE OF MACKINAW CITY
Cheboygan and Emmet Counties, Michigan

Trustee _____ supported by Trustee _____, moved the adoption of the following Ordinance:

ORDINANCE NO. ____

AN ORDINANCE TO AMEND SECTIONS 19.101 THROUGH 19.105, AND TO ADD SECTION 19.106, TO THE COMPILED CODE OF THE VILLAGE OF MACKINAW CITY TO REGULATE THE PASSAGE OF HEAVY TRUCKS AND SPECIAL MOBILE EQUIPMENT THROUGH THE VILLAGE

The Village of Mackinaw City Ordains:

Section 1. Amendment. Part 19, "Truck Traffic Ordinance" (No. 94 adopted July 3, 1980), Sections 19.101 through 19.105 are amended, and Section 19.106 is added, to the Compiled Code of the Village of Mackinaw City, to read as follows:

19.101. Definitions.

(a) *Closed Area* the "Closed Area" is that area of the Village of Mackinaw City, in Cheboygan County, which is north of Trail's End Road if Trail's End Road were extended eastward to Stimpson Road and east of the public right-of-way line of Nicolet Street, excluding the I-75 and US-23 freeways.

(b) *Heavy Trucks* means vehicles primarily designed to carry freight or merchandise, and having a gross vehicle weight (actual unloaded vehicle weight) of 3,000 pounds per axle or more, or any tractor-trailer combination or combinations, regardless of gross vehicle weight, or any tractor towing a mobile home, as such term is defined in the Village Zoning Ordinance, or tractor towing sections of a component home, designed to be located permanently on one site. The definition does not include motor homes designed for passenger transportation or accommodation, or any combination of an automobile or pick-up truck or similar vehicle towing a single trailer, designed for human occupancy, such as a camping trailer.

(c) *Special Mobile Equipment* means every vehicle not designed or used primarily for the transportation of persons or property and incidentally operated or moved over the highways, including, but not limited to, farm tractors, road construction or maintenance machinery, trailers pulled or towed by a motor vehicle and used for the transportation of persons, mobile office trailers, mobile tool shed trailers, mobile trailer units used for housing stationary construction equipment, ditch-digging apparatus, and well-boring and well-servicing apparatus. The foregoing list shall be considered partial and shall not operate to exclude other vehicles which are within the general terms of this definition. Although not within the general terms of this definition, the combination of a mobile car crusher trailer permanently attached to a truck tractor or road tractor shall be considered special mobile equipment.

19.102. Purpose; Hazard.

The Village recognizes that many times there are large concentrations of people and vehicles in the "Closed Area". It further recognizes that to have heavy truck and/or special mobile equipment traffic, particularly tanker trucks with trailers and construction equipment, going through this area unnecessarily, poses a hazard to the residents, school children, and the many visitors to the area.

19.103. General Prohibitions.

Except as otherwise permitted by this Ordinance, all heavy trucks and special mobile equipment, as defined in this Ordinance, are prohibited from entering the closed area.

19.104. Permit Required.

(a) No person shall operate, or cause to be operated, any heavy truck or special mobile equipment within the closed area without first obtaining a permit from the Village Police Department.

(b) Requests for permits under this Ordinance shall be made to the Village Chief of Police on approved forms and shall contain the information required on the form. Permits shall be issued on a temporary basis (term shall not exceed 90 days). Requests shall be accompanied by the required filing fee, which shall be set from time to time by resolution of the Village Council.

(c) The Village Police Chief may impose conditions on the issuance of a permit under this Ordinance, which conditions shall be limited to the access and usage of the public right-of-way.

(d) The Village Chief of Police, or his/her designee, may revoke a permit issued under this Ordinance if any operation or permitted use violates an applicable provision of the Village Code of Ordinances or if inaccuracies are discovered in a permit application form or any supporting document.

(e) Nothing contained within this Ordinance, or within any permit issued by the Village, shall be construed to relieve a person of any duties or obligations imposed under applicable Village ordinances, state or federal laws.

19.105. Detour; Prohibited Dates; Exceptions.

(a) The Village Chief of Police may, on a temporary basis, detour heavy trucks and/or special mobile equipment through the closed area when required because of construction, snow or storm damage, Mackinac Bridge closure or repair, or other similar causes.

(b) The Village Council may by resolution designate periods of time each calendar year when no heavy trucks and/or special mobile equipment may be operated or driven upon any street or roadway within the Village. Such periods shall generally be associated with high pedestrian and traffic volumes (*i.e.*, holiday weekends, community events). During such periods, no heavy trucks and/or special mobile equipment may be operated or driven within the Village except with the written permission of the Village Chief of Police to address a demonstrated emergency.

(c) The following activities shall be exempt from the requirements of this Ordinance:

(1) Heavy trucks making over-night stops in the area so that the driver can rest in some place of lodging, provided the driver's heavy truck remains legally parked within the designated parking area of such place of lodging; and

(2) Heavy trucks and/or special mobile equipment making deliveries or pick-ups within the closed area with corresponding stopping, parking or standing to occur only within designated areas specified by the Village Chief of Police.

(3) Activity conducted by or on behalf of the Village that involves the use of heavy trucks and/or special mobile equipment.

19.106. Penalty.

(a) Any violation of this Ordinance shall be a municipal civil infraction punishable by a fine in an amount set from time to time by resolution of the Village Council. Each violation shall be

separate for purposes of penalties, and in the case of a continuing violation, each day shall be deemed a separate violation.

Sec. 2. Effective Date. This ordinance shall take effect 20 days after its adoption or upon publication, whichever occurs later.

Yeas: Trustees _____

Nays: Trustees _____

Abstain: Trustees _____

Absent: Trustees _____

Ordinance declared adopted.

Robert Heilman, Village President
_____, 2015

Lana Jaggi, Clerk
_____, 2015

CERTIFICATION

As the Clerk of the Village of Mackinaw City, Michigan, I certify this is a true and complete copy of an ordinance adopted at a meeting of the Village Council held on _____, 2015, with notice provided as required by law.

_____, 2015

Lana Jaggi, Clerk

VILLAGE COUNCIL
VILLAGE OF MACKINAW CITY
Cheboygan and Emmet Counties, Michigan

Trustee _____ supported by Trustee _____, moved the adoption of the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE ADDING SECTIONS 35.325 THROUGH 35.328 TO PART 35 OF THE COMPILED CODE OF THE VILLAGE OF MACKINAW CITY ENTITLED PROHIBITED DOCKING OR STORAGE OF TRAILERS OR WATERCRAFT

The Village of Mackinaw City ordains:

Sec. 1. Amendment of Compiled Code. Sections 35.325 through 35.328 are added to Part 35 of the Compiled Code of the Village of Mackinaw City to read as follows:

Sec. 35.325. PROHIBITED DOCKING OR STORAGE OF TRAILERS OR WATERCRAFT

Sec. 35.326. Definitions.

The following definitions shall apply to this ordinance:

- (a) *Person* means any individual, firm, partnership, corporation, company association, joint stock association or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof. Whenever used in any clause prescribing and imposing a penalty, the term "person" as applied to an association shall mean the parties or members thereof and as applied to corporations, the officers thereof.
- (b) *Trailer* means a non-motorized vehicle designed to be hauled overland by a motorized vehicle for the common purpose of transporting something.
- (c) *Travel-trailer or Camper* means a non-motorized vehicle primarily intended for use as temporary living quarters in connection with recreational, camping or travel purposes that is designed to be hauled overland by a motorized vehicle.
- (d) *Village Property* means any dock, marina, lot, parcel or property owned, leased, occupied or operated by the Village of Mackinaw City.
- (e) *Watercraft* means every description of watercraft used or capable of being used as a means of transportation on water, including, but not limited to, boats, vessels, floats and personal watercraft, and including the trailer or similar vehicle used to transport such watercraft across land.

Sec. 35.327. General Prohibition.

It shall be unlawful for any person to park, store, dock, anchor or moor any trailer, travel trailer or watercraft in, at, or upon any Village Property without the express written permission of the Village Manager, or his/her designee, and the payment of any associated fee, the amount of which being set from time to time by the Village Council.

Sec. 35-328. Enforcement and Penalties.

- (a) The provisions of this ordinance shall be enforced by the Village Manager, or his/her designee, and the Village Chief of Police, or his/her designee. Any violation of this ordinance shall be a municipal civil infraction punishable by a fine in an amount set from time to time by resolution of the Village Council.
- (b) Each day of continued violation shall constitute a separate offense.

(c) In addition to the penalties provided by this section, the district court shall have equitable jurisdiction to enforce any judgment, writ, or order necessary to enforce any provision of this ordinance, including, but not limited to, abatement of the violating condition or the granting of injunctive relief.

(d) Contested hearings under this section before the district court may be conducted as an informal hearing and as a formal hearing, as may be applicable, as provided by the Revised Judicature Act of 1961, 1961 PA 236, as amended, MCL 600.101 et seq.

Sec. 2. Effective Date. This ordinance shall take effect 20 days after its adoption or upon publication, whichever occurs later.

Yeas: Trustees _____

Nays: Trustees _____

Abstain: Trustees _____

Absent: Trustees _____

Ordinance declared adopted.

Robert Heilman, Village President

Lana Jaggi, Clerk

CERTIFICATION

As the Clerk of the Village of Mackinaw City, Michigan, I certify this is a true and complete copy of an ordinance adopted at a meeting of the Village Council held on _____, 2015, with notice provided as required by law.

_____, 2015

Lana Jaggi, Clerk