

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

7:00 PM

July 7, 2016

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

- I. Roll Call**
- II. Pledge of Allegiance**
- III. Agenda Approval**
- IV. Public Comments**

- V. Consent Agenda:**
 - A. Correction and Approval of Minutes: Regular Meeting/ Closed Session June 16, 2016**
 - B. Mackinaw City Lions Club-Labor Day 2016 Car Parking Fundraiser Request**
 - C. Special Event Application 2017-SE-001 Ft Michilimackinac Pageant Voyagers**
 - D. Communications:**
 - 1. NLEA Thank You**
 - 2. Mackinaw Area Public Library- Annual Budget Hearing 16/17**

- VI. Managers Report:**
 - C2AE Progress Report SAWP/WAMP**
 - MDOT Progress Schedule West Central**

- VII. President's Report**

- VIII. Committee Reports:**
 - Finance and Human Resource Subcommittee Report-Trustee Newman, Chair**
 - Parks and Recreation Subcommittee Report-Trustee Newman, Chair**
 - Marina Subcommittee Report-Trustee Chastain, Chair**

- XI. Old Business:**
 - A. Wade Trim Construction Engineering Services Proposal -West Central Avenue**

- X. New Business**
 - A. Cemetery Ordinance Review Request**
 - B. Special Event Application 2016-LDSE-002 Team Red White Blue, Gaylord**
 - C. Bid Approval - West Central Water Main Upgrade**
 - D. Closed Session**
 - 1. To consult with the Village Attorney regarding settlement strategy in connection with pending litigation pursuant to Section 8(e) of the Open Meetings Act.**
 - E. Settlement Offer: Richard Barth Appeal**

- XII. Scheduling of Committee Meetings**
- XIII. Accounts Payable**
- X. Adjourn**

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

UNAPPROVED
MINUTES REGULAR COUNCIL MEETING
MACKINAW CITY

7:00 PM

June 16, 2016

I. Roll Call:

President Robert R. Heilman called the meeting to order and with the following Trustees present–Belinda Mollen, Scott Newman, Mario Rodriguez, Robert Glenn, Tom Chastain, Paul Michalak. Also present- David White-Village Manager, Kenneth Lane-Village Attorney, Patricia B. Peppler-Treasurer and Lana Jaggi- Clerk.

DEPARTMENT HEADS PRESENT

Patrick Wyman-Chief of Police

Fred Thompson-Fire Chief/Zoning Administrator

Mike Karll-Superintendent, DPW

Pat Rivera- Superintendent, Water Sewer

Visitors List Attached

II Pledge of Allegiance

III. Agenda Approval

Motion Mollen seconded Chastain to approve the agenda as presented. Voice vote, motion carried unanimously.

IV. Public Comment: None

V. Consent Agenda

Motion Glenn seconded Chastain to approve consent agenda items A, B & D. Voice vote, motion carried unanimously. Pres. Heilman acknowledged and congratulated Clerk Jaggi on her Certified Michigan Clerk designation (item C. Communications)

A. Correction and Approval of Minutes: Regular Meeting June 02, 2016

B. Special Event Applications 2016-SE-058

C. Communications:

1. Michigan Association of Municipal Clerks

D. Monthly Department Head Reports

VI. Managers Report as presented and submitted for file.

VII. President's Report

Pres. Heilman gave brief summary of MDOT meeting he attended regarding local road projects.

VIII. Committee Reports were presented and submitted for file.

Finance and Human Resources Subcommittee Report-Trustee Newman, Chair

Ordinance and Policy Subcommittee Report-Trustee Michalak, Chair

Tree Board Committee Report-Trustee Glenn, Chair

UNAPPROVED
MINUTES REGULAR COUNCIL MEETING
MACKINAW CITY

7:00 PM

June 16, 2016

Page 2

- IX. Old Business:**
- A. DDA Recommendation -Street Concept Proposal -Fleis & Vandenbrink**
Motion Michalak seconded Mollen to accept the DDA board recommendation to approve the Fleis & Vanderbrink Street Concept Proposal as presented. Roll Call: Yeas-Mollen, Newman, Rodgriquez, Heilman, Glenn, Chastain, Michalak. Motion carried.
- B. Services Agreements -Village and the Little Traverse Bay Band of Odawa Indians**
- 1. Interlocal Agreement for Mutual Law Enforcement Assistance**
Motion Michalak seconded Newman to approve the Interlocal Agreement contingent upon the modification of language in Section 13 A. striking out “the boundaries of the Village” and replace with “within Trust Lands”. Roll Call: Yeas- Newman, Rodgriquez, Heilman, Glenn, Chastain, Michalak, Mollen. Motion carried.
- X. New Business:**
- A. Resolution Request-Mackinac Island Ferry Capital, LLC**
Motion Newman seconded Glenn to authorize Mr. Lane to issue a letter similar to Mackinac Island’s with same caviats to the Mackinac Island Ferry Capital in regards to the bottomlands at their main Mackinaw City dock. Voice vote, motion carried unanimously.
- B. Special Event Application 2016-SE-021 MAVB**
Motion Newman seconded Glenn to approve revised special event application 2016-SE-021 MAVB as presented. Voice vote, motion carried unanimously.
- C. Citizen Request-Parking Space Signs**
Council unanimously sent this request to DDA for a recommendation.
- D. Resolution-Waterways Grant**
Motion Mollen seconded Newman to waive the reading of the resolution.
Voice vote, motion carried unanimously.
Motion Chastain seconded Michalak to approve the resolution for the DNR Waterways Grant as presented. Roll Call: Yeas- Rodgriquez, Heilman, Glenn, Chastain, Michalak, Mollen, Newman. Motion carried.
- E. Sign Ordinance No. 120 Amendment-Reading and Adoption**
Motion Michalak seconded Newman to waive the reading of the amendment to Ordinance 120. Voice vote, motion carried unanimously.
Motion Michalak seconded Newman to adopt amendment to Ordinance 120, sections 16.002 and 16.005 of the compiled code of the Village of Mackinaw City to regulate the use of signs in the Village. Roll Call: Yeas- Heilman, Glenn, Chastain, Michalak, Mollen, Newman, Rodriguez. Motion carried.

UNAPPROVED
MINUTES REGULAR COUNCIL MEETING
MACKINAW CITY

7:00 PM

June 16, 2016

Page 3

7:50 pm

Motion Newman seconded Mollen to go into a closed session to consult with the Village Attorney regarding settlement strategy in connection with pending litigation pursuant to Section 8(e) of the Open Meetings Act. Roll Call: Yeas- Rodriguez, Heilman, Glenn, Chastain, Michalak, Mollen, Newman. Motion carried.

F. Closed Session

1. To consult with the Village Attorney regarding settlement strategy in connection with pending litigation pursuant to Section 8(e) of the Open Meetings Act.

8:30 pm

Motion Glenn seconded Chastain to go back into open session Roll Call: Yeas- Glenn, Chastain, Michalak, Mollen, Newman, Rodriguez, Heilman. Motion carried.

XI. Scheduling of Subcommittee meetings:

Marina Friday June 24, 8:30 am 1. Grant 2. Shepler pier lease

Rec Center Friday June 24, 9:30 am 1. Staff 2. Rec Center

Finance Wednesday June 29, 8:30 am 1. Ferry Boat Pier & Parking Lease

XII. Accounts Payable

Motion Newman seconded Glenn to pay accounts payable for June 16, 2016 in the amount of \$46,746.91 Roll call: Yeas- Yeas-Michalak, Mollen, Newman, Rodriguez, Heilman, Glenn, Chastain. Motion carried.

XIII. Adjournment: 8:36 PM

Respectfully submitted,

Robert R. Heilman; President

Lana Jaggi; Clerk

MACKINAW CITY
LIONS CLUB



P.O. BOX 760
MACKINAW CITY, MI 49701

June 10, 2016

Dear Village of Mackinaw City

On behalf of the Mackinaw City Lions Club I humbly request the permission of the village council to conduct our annual fundraisers on Labor Day, Monday, September 7, 2015. We will be using the following property for car parking.

1. MDOT property next to Ember's Restaurant
2. The north end parking lot of Pine Crest and the Big Boy Restaurant
3. Citizen's National Bank
4. Krueger Service Station
5. And the vacant lot across from Krueger Service Station

We have also contacted MDOT and proper permits have been submitted.

If any further information is needed please do not hesitate to call me at (231) 436-7042.

Thank you for your time in this matter.

Sincerely

Penny Vance-McGaffin

Mackinaw City Lions Club

RECEIVED
6-14-16

Special Events for Council July 7, 2016

*1. 2017-SE-001- Fort Michilimackinac Pageant-Voyagers-This application is the request for camping behind the school from May 25, 2017 to May 29, 2017. The Village is a co-partner so there is no fee and they will provide insurance when available. This is year # 54 for this event and all department heads have signed off.

2. 2016-LDSE-002-Team Red White Blue-Gaylord Chapter- This is the second application for a non-profit booth on Labor Day, September 5, 2016. This group was here last year and Chief and Fred paid their fee of \$150 for a non-profit, non-resident. They have provided their non-profit status and proof of insurance certificate. All department heads have signed off.

2017
Pageant
Camping

2017 SE - 001

To Admin. Staff: 6-30-16
To Council: 7-7-16
Decision: Approved Denied
Minutes to Applicant: _____

SPECIAL EVENT APPLICATION
VILLAGE OF MACKINAW CITY
102 S. HURON AVENUE, MACKINAW CITY, MI 49701
(231) 436-5351

Must be filled out in its entirety and returned to the Village Clerk's Office 45 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Michilimackinaw Voyagers TELEPHONE: 231-537-4851
MAILING ADDRESS: Powers Rd Alanson MI 49706
CONTACT NAME: Farrell Thompson TELEPHONE: _____
E-MAIL ADDRESS: _____ CELL PHONE: _____

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Farrell Thompson TELEPHONE: 231-818-2600
E-MAIL ADDRESS: _____ CELL PHONE: _____

EVENT INFORMATION

NAME OF EVENT: Fort Michilimackinaw Pageant

PURPOSE OF EVENT: Historical Reenactment

- Non-Profit For-Profit Village Operated/Sponsored Co-Sponsored
- Marathon/Race Festival/Fair Arts & Crafts Show Other _____

DATE(S): May 25-17 FROM _____ A.M. P.M. TO May 29-17 A.M. P.M.

FROM _____ A.M. P.M. TO _____ A.M. P.M.

FROM _____ A.M. P.M. TO _____ A.M. P.M.

FROM _____ A.M. P.M. TO _____ A.M. P.M.

RAIN DATE(S): _____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

FROM _____ A.M. P.M. TO _____ A.M. P.M.

EVENT LOCATION: Camping behind High School

ESTIMATED NUMBER OF ATTENDEES: 20 camps

WILL YOU UTILIZE SHOWERS: Yes No at High School

ESTIMATED NUMBER OF VOLUNTEERS: 50

ESTIMATE DATE/TIME FOR SET-UP: May 25, 2017 10:00 A.M. P.M.

ESTIMATE DATE/TIME FOR CLEAN-UP: May 29, 2017 5:00 A.M. P.M.

No Fee- Village Partner
Ins Cert- when available

RECEIVED
6-15-16

PARADE PERMIT

Includes runs, walks, and other uses of the Village public right-of-way.

POLICE ESCORT NEEDED: Yes No

PARADE ROUTE PROVIDED WITH APPLICATION: Yes No

PROPOSED ROUTE: _____

Date and time Parade will start: _____ A.M. P.M.

Date and time Parade will end: _____ A.M. P.M.

EVENT DETAILS

SITE MAP: All applicants must provide a drawing of the event area and are due at application. Site map must be legible, be pre approved by Village Staff, and include and/or identify the following, if applicable:

- Lot lines
- Fire Hydrants
- Tents
- Table and chair diagram
- Bicycle Routes (including route into and out of town)
- All bicycle events will utilize the Village's Hike and Bike Trail
- Label roads and closest cross roads
- Locate and label buildings
- Portable Restrooms
- Placement of food vendors
- Sidewalks
- Parking lots
- Ingress and egress points
- Parade Route
- All proposed modifications

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: _____ END: _____
(NO LATER THAN 10 P.M.)

FOOD VENDORS/CONCESSIONS: (Contact Emmet or Cheboygan County Health Department)

Yes No Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT: Yes No

- Provide Copy of Liquor Liability Insurance
See page 4 for required language naming the Village as an additional insured
- Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: _____

COPY OF LIABILITY INSURANCE PROVIDED WITH APPLICATION: Yes No
Date insurance binder provided: will make sure that you get it before the date
See page 4 for required language naming the Village as an additional insured

WILL FIREWORKS BE APART OF EVENT: Yes No

- Provide Copy of Liability Insurance
- Provide Copy of Fireworks Permit
See page 4 for required language naming the Village as an additional insured

EVENT SIGNAGE: Village Council approval is required for any temporary signing in the public right-of-way, across a street or on Village property. Which of the following signs are requested for this event:

"YARD" SIGNS - Number requested: ___ (Maximum size is 2' x2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

SIGNAGE AT EVENT SITE - Location(s): _____

Description of signs: _____
(Signs at event site cannot be displayed prior to day of the event and must at the end of the event.)

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No
If yes, where do you propose your vendors park? _____

EVENT LONG TERM PARKING: Will there be long term parking? Yes No
If yes, from date _____ to ending date: _____
Long term parking identified on the site map? Yes No

OVERNIGHT CAMPING: Will there be camping over night? Yes No
Name of Facility where camping: Michelinackinaw Voyagers
If yes, from date: May 25 2017 to ending date: May 29 2017
Camp sites identified on the site map? Yes No

TENTS/CANOPIES/MISC: The Village of Mackinaw City does have tables and/or chairs available for rental. You will need to provide a diagram of the area for set up. Will the following be constructed or located in the event area?:

BOOTHS - QUANTITY _____ TENTS - QUANTITY _____
Size _____ CHAIRS - QUANTITY _____
 AWNINGS - QUANTITY _____ TABLES - QUANTITY _____

Seating diagram for booths, awnings, tables and chairs provided with application: Yes No

PORTABLE RESTROOMS/TOILETS

Have you made arrangements to provide portable restroom facilities at your event? Yes No
If yes, total number of portable toilets: 1 Number of ADA accessible portable toilets: _____

If no, explain: _____

Restroom Company Name: Rose's

Address Street: _____

City: Cheboygan State: MI Zip: 49721

Telephone Day: _____ Evening: _____ Fax: _____ Cell: _____

Equipment set up: Date: May 26 Time: _____

Equipment pick up: Date: May 29 Time: _____

Portable restrooms identified on the site map? Yes No

including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the Village of Mackinaw City or by third parties, or by the agents, servants, employees or factors of any of them.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

The Village of Mackinaw City expressly reserves the right in its sole discretion to cancel a private event for Village purposes and the Site user agrees, as a term of its use of a site, to release and waive all claims of any kind (including a claim for consequential damages), against the Village, its officers or employees arising out of cancellation of the user's event.

Is this an annual event? Yes No
Is this event expected to occur next year? Yes No
How many years has this event occurred? 54

Cindy M Snider
Applicant Signature
Print name of applicant: Cindy Snider

6-15-16
Date

VILLAGE USE ONLY – Department representative please Initial if approved

DPW FACILITY SERVICES
 POLICE FIRE AMBULANCE
 RECREATION

VILLAGE COUNCIL COUNCIL APPROVAL DATE: _____

CONDITIONS, IF ANY: _____

AUTHORIZED BY: _____ DATE: _____
 VILLAGE MANAGER



Northern Lakes ECONOMIC ALLIANCE

A regional public/private economic development organization serving Antrim, Charlevoix, Cheboygan and Emmet Counties, Michigan, USA

June 23, 2016

Dave White
Village of Mackinaw City
PO Box 580
Mackinaw City, MI 49701

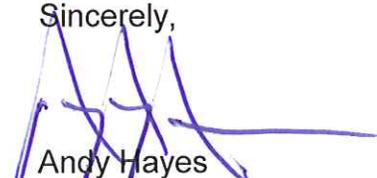
Dear Dave,

We want to thank The Village of Mackinaw City for the financial investment they have given the Northern Lakes Economic Alliance for 2016. We have received your annual membership investment payment of \$2,000.

We do appreciate all the support The Village of Mackinaw City gives to our area and specifically the Northern Lakes Economic Alliance. Economic development happens only when people, communities and organizations work together.

Thank you for your continued support!

Sincerely,



Andy Hayes
President

1313 Boyne Ave / P.O. Box 8

Boyne City, Michigan 49712

Phone: 231.582.6482 - Fax: 231.582.3213

www.northernlakes.net * info@northernlakes.net

- Core Partners -

MICHIGAN STATE UNIVERSITY | Extension

MEDC
MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

Networks
Northwest
Talent / Business / Community

Char-Em
CHARLEVOIX-EMMET ISD

North Central
MICHIGAN COLLEGE
Your growth. Our mission.

Baker
College



MACKINAW AREA
PUBLIC LIBRARY

528 W. Central Ave.
P.O. Box 67
Mackinaw City, MI 49701-0067
Ph: (231) 436-5451
Fax: (231) 436-7344

June 15, 2016

Lana Jaggi, Clerk
Village of Mackinaw City
P.O. Box 580
Mackinaw City, MI 49701-0580

Dear Ms. Jaggi:

The Mackinaw Area Public Library Board of Directors held our Annual Public Budget Hearing on Wednesday, **June 8, 2016** at 7:00 p.m. The proposed budget for our Fiscal Year 16/17 (July 1, 2016 through June 30, 2017) was reviewed and approved unanimously by our Board of Directors as presented.

Enclosed, for your records, is a copy of the approved FY 16/17 budget and a copy of the Notice of Public Hearing which was published in the Cheboygan Daily Tribune on **May 31, 2016**.

If you have any questions, please feel free to contact me.

Sincerely,

Jolene Michaels, Director
Mackinaw Area Public Library

County of Cheboygan, ss
State of Michigan

NOTICE OF PUBLIC HEARING

Mackinaw Area Public Library Budget

Public notice is hereby given that a public hearing on the proposed 2016/2017 Annual Budget has been scheduled for 7:00 pm, Wednesday, June 8, 2016 at the Mackinaw Area Public Library, 528 W Central Ave, Mackinaw City, Michigan. The purpose of this hearing is to inform citizens of the library budgetary action and to give them the opportunity to participate in the budget-making process. **The property tax millage rate to be levied to support the proposed budget will be a subject of this hearing.** A copy of the proposed budget is available at the Mackinaw Area Public Library for inspection. May 31, 2016.

Valerie Cremer, being duly sworn, says: I am an employee of THE CHEBOYGAN DAILY TRIBUNE, a newspaper printed and circulated in in said county. The annexed is a printed copy of a notice which was published in said paper on the following dates to wit:

May 31 A.D. 2016

_____ A.D. 20_____

_____ A.D. 20_____

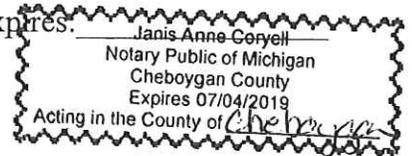
Valerie Cremer

Subscribed and sworn to me this 31

day of May A.D. 2016

Janis Anne Coryell
Notary Public, Cheboygan County, Michigan

My Commission expires:



INCOME	16/17 Budget
Copy Machine Revenue	\$1,500
Detzler Trust Income	\$25,000
DVD Rentals	\$1,00
Fax Machine Revenue	\$775
Grants (not federal)	\$5,355
Income from Local Units	\$115,000
Interest on Savings	\$100
"Memories of Mackinaw" Sales	\$300
Non-Resident Fees	\$300
Overdue Fines Revenue	\$1,000
Penal Fines - Contractual	\$11,900
Penal Fines - Legal	\$12,000
Private Contributions	\$5,000
Refunds & Miscellaneous	\$75
State Aid Revenue	\$3000
Appropriations from Previous Years	\$11,139
INCOME TOTALS:	\$192,544
DISBURSEMENTS	
A/V Materials	\$500
Books	\$25,000
Communications	\$5,000
Educational Programs	\$2,000
Equipment (Inventoried and Non-inventoried)	\$1,000
Insurances	\$3,500
Miscellaneous	\$150
Office & Operating Supplies	\$4500
Professional Services	\$23,055
Public Utilities	\$6,000
Repair & Maintenance (Labor & supplies)	\$9,000
Transportation	\$2,000
Wages	\$110,839
DISBURSEMENT TOTALS:	\$192,544
Adopted June 8, 2016	

June 8, 2016
M. J. Wack

To: Mackinaw City Council
From: David M. White, Village Manager
Date: June 29, 2016
Re: Manager Report for July 7, 2016, Council Meeting

XI. Old Business:

A. Wade Trim Construction Engineering Services Proposal- West Central Avenue- For your consideration is an Engineering Services Proposal from Wade Trim for the construction and staking component of the West Central project. To help with the costs of the total contract, Wade Trim is allowing the Village to pay for their services over two budget years. After review of the proposal I would be happy to answer any questions Trustee's may have.

X. New Business:

A. Cemetery Ordinance Review Request- I would ask that this item be referred to the Ordinance Committee as some changes are need which Mr. Lane will address at the meeting.

B. Special Event Application-2016-LDSE-002 Team Red White, Blue, and Gaylord- This is the second year for this request, last year we did not have any problems with their participation in the Labor Day activities. They have provided all the required information except payment of the fee. Staff has no issues with the application and I would recommend approval. As always I would be happy to answer any questions the Council may have.

C. Bid Approval- West Central Water Main Upgrade- On July 5th bids will be opened for the Water main work that is needed as part of the West Central project. The bid tabulation will be sent to Council members under separate cover when the bids are open. Approval of the recommended bid will be needed at the July 7, 2016 meeting so that both projects can be coordinated to be completed together.

D. Closed Session- As requested by the Village Attorney.

E. Settlement Offer: Richard Barth Appeal- Mr. Lane the Village Attorney will discuss this with the Village Council at the meeting.

Items not on the Agenda:

A. As stated on the agenda two reports are included for your information. The first is a progress report from C2AE regarding the Saw Grant. The Second is an approved Progress Schedule for the West Central Project.

B.



Client:	Village of Mackinaw City	Date:	6/23/2016
Project No.:	130240	Project Manager:	LMF
Project Name:	Mackinaw City WAMP & SAMP	Lead Designer:	
Project Phase:		Director:	LMF
Client Approved Revised Completion Date:		Project Start Date:	9/2014
Client Project No.:		Project Completion Date:	10/28/2017
Client Sponsor:	LMF	Period Covered:	5/19/16 to 6/23/16

THE WORK ACCOMPLISHED IN THE DEFINED PERIOD CONSISTED OF: The CCTV contract work and the GPR subconsultant work was completed. The CCTV digital information was received from the contractor and C2AE has begun analyzing that data. The contractor has also submitted a payment request which is currently under review. C2AE also researched handheld GPS equipment and has scheduled a demonstration with the Village.

THE ANTICIPATED WORK ELEMENTS IN THE NEXT PERIOD: Complete the CCTV information review and input into the GIS database. Review the CCTV contractor pay application, certify to the Village, and submit the information in the next DEQ Disbursement Request, along with the CCTV contract information.

SCOPE CHANGES MADE DURING DEFINED PERIOD: None this period.

BUDGET STATUS (% COMPLETE): As of disbursement request #18, the project engineering budget is 72% used.

SCHEDULE STATUS:

Task	Milestone Date	Status
GPS Survey	Fall 2015	Complete
Manhole Inventories	Fall 2015	A few require follow up
Televising Contract Development	Fall 2015	Completed
WWTF and Pump Station Inventories	June 2015	In development
Sewer Televising	Spring 2016	Completed
Remainder	TBD	
Final Completion Required	10/28/2017	

INPUT NEEDED FROM CLIENT: Assistance with review of CCTV documentation.

CLIENT INPUT, DECISIONS AND DIRECTIVES: None this period.

REALIZED OR ANTICIPATED CONCERNS: None current.

VALUE ADDED: At the Village's request, research handheld GPS equipment for possible inclusion in the project.

Cc: David White, Interim Manager
 Pat Rivera, Water and Wastewater Superintendent
 Mike Karll, DPW Superintendent
 KEB, MJK, MSS, ALP

COMMITTEE REPORT
VILLAGE OF MACKINAW CITY
102 S. Huron Avenue, Mackinaw City, MI 49701

COMMITTEE: Marina Committee – meeting date 6/24/2016

AGENDA ITEMS: grant fund use, renewal of Shepler's lease / marina

Meeting called to order – 8:40 AM

PRESENT: Chair, Chastain, White, Mollen and Neumann

GUESTS: Harbor Master West, Treasurer Peppler

REPORT: **White – Grant Agreement** from the MDNR Waterways division was received for the full amount of \$257,250.00. The cash match for the Village of Mackinaw City is 50% or \$128,625.00, which can be spread over three years. White reports \$40,000 available in the current budget earmarked for marina repair, and suggested the remaining \$88,625 could be dealt with in future budget years.

Harbor Master West reports initial work will cover "B" dock – replacing finger pier docks and power pedestals. Other areas needing future repair include the marina roof, pier design, pier painting and diesel fuel tank installation. Also need to purchase portable pump-out unit and new flag-pole for gas dock.

Total seasonal boaters at Marina – totals are 39 with 12 open slips available.

Shepler's lease renewal – discussion held

COMMITTEE DATA BASE SUMMARY INFORMATION

ITEM STATUS/RECOMMENDATION

Marina – approved asking Village Council for matching funds of \$64,312.50 to accept grant of \$128,625.00. White reports \$40,000 now in budget for marina repair. \$24,312.50 in remaining match funds can be spread over 3 year period or as budget allows.

Shepler Ferry Dock Lease – after committee discussion, referred to Finance Committee with the following concerns: How many ferries can be allowed into the Marina at any given time? Ferries being tied on Shepler-owned dock on south-east side. Harbor Manager West is concerned about the large boats that moor on that dock being able to navigate in close quarters in and out of their slips with the ferry boats present.

Meeting adjourned – 9:30 AM



WADE TRIM

June 21, 2016

Village of Mackinaw City
102 S. Huron Ave.
P.O. Box 580
Mackinaw City, MI 49701

Attention: Mr. David White, Village Manager

Re: Construction Engineering Services Proposal
West Central Avenue Roadway Rehabilitation Project
Headlands Drive to DuJauncy Street

Dear Dave:

Wade Trim is pleased to submit this proposal to provide construction engineering services for the West Central Avenue Rehabilitation project between Headlands Drive and DuJauncy Street. We have assumed a 9 week construction period based on the Progress Schedule. We have estimated full-time construction inspection services as required by the work being performed as well as complete construction engineering, project documentation, materials testing, construction staking and project close out in accordance with current MDOT guidelines. David Ashenfelter will be assigned as the lead inspector on the project. The following is a description of services provided with a cost breakdown of each item.

Construction Engineering Services

1. Inspection - includes all field inspection, monitoring of contractor's operations and reporting, measuring, computing and documenting all work in accordance with the plans, specifications, proposal and current MDOT guidelines. Special attention will be required for the sidewalk ramp improvements meeting current ADA guidelines and storm sewer construction especially crossing West Central Avenue and intersecting streets.
2. Materials Testing - includes all nuclear density, aggregate, bituminous, and sieve analysis testing utilizing calibrated equipment by certified technicians in accordance with current MDOT Sampling Guide, guidelines, applicable references, and MDOT procedures manual.
3. Documentation - includes maintaining contract documentation in Field Manager system and all other procedures regarding project record documentation, correspondence, technical assistance, accounting, mileage and miscellaneous contract expenses.
4. Project Engineer and Supervision - includes all work performed by the Project Engineer and Project Manager within MDOT guidelines, all preconstruction and progress meetings, job site supervision, correspondence, field supervision and site visits.
5. Project Closeout - includes close out requirements, final quantities and final audit approval requirements.

We propose to provide the above-described services on a time and material basis with an estimated amount as follows:

A. Construction Engineering Cost Breakdown

1. On-site Inspection	\$24,800.00
2. Materials Testing	16,000.00
3. Documentation, Technical Assistance and Expenses	4,800.00

Wade Trim, Inc.	989.732.3584
4241 Old US 27 S, Suite 1	800.968.4440
P.O. Box 618	989.732.6391 fax
Gaylord, MI 49734	www.wadetrim.com



Mr. David White, Village of Mackinaw City
June 21, 2016
Page 2 of 2

4. Project Engineer and Supervision	28,280.00
5. Project Closeout	4,800.00
	=====
Total Estimated Construction Engineering Fee Based on a 9 Week Construction Period	\$78,680.00

B. Construction Staking Services

- Establishment of control points, reference points and benchmarks
- Slope staking for embankment, sidewalk and sidewalk ramps
- Staking for clearing, roadway intersections, curb and gutter and storm sewer

Total Estimated Fee for Construction Staking **\$18,200.00**

Our construction engineering estimate assumes no significant extenuating circumstances beyond our control (i.e., major scope changes, contract changes or time extensions). Our inspection fees will be reduced by an early completion date or shortened construction duration.

As required by MDOT's current consultant guidelines and barring extenuating circumstances, the project will be ready for final audit within 45 days of completion and final close out will occur within 90 days.

Invoicing Procedure

All effort and expense costs will be invoiced monthly. We understand that the Village will pay up to \$40,000 in the 2016 budget year with the remainder of the outstanding balance paid in the 2017 budget year, in March 2017. Payments will be made monthly up to the initial \$40,000. The remainder of charges due will be paid on or before March 15, 2017. Payment of invoices on the initial \$40,000 is expected within 30 days. Interest on outstanding invoices for the initial \$40,000 will be charged at 1.5% per month, or 18% annually. No interest will be applied on the remaining charges after the initial \$40,000 until March 15, 2017. Payments not received on or before March 15, 2017 will accrue interest at the stipulated rate above. Any disputes in the invoice amount shall immediately be brought to the attention of Wade Trim.

We have enclosed a Professional Services Short Form Agreement for this project. If this meets with your approval, please sign, date and return the yellow copy to us as your authorization to proceed. We thank you for the opportunity to assist the Village in completing this project during the construction phase and should you have any questions on the above information, please call.

Respectfully submitted,

Wade Trim, Inc.


Paul M. Repasky, PE


Brian C. Sousa, PE
Vice President

PMR:daj
AAA 8140-16
PWClient\Mac\Proposals\20160621\WCentralAveRdwyRehabCEProposal.docx
Enclosure



Agreement

To engage the Services of Wade Trim , Inc. as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled West Central Avenue Roadway Rehabilitation Project, Headlands Drive to DuJauncy Street between Village of Mackinaw City of 102 South Huron Avenue, PO Box 580, Mackinaw City, MI 49701, hereinafter called "Owner," and Wade Trim, Inc., 4241 Old 27 South, Suite 1, Gaylord, Michigan 49735, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

As described in our proposal letter dated June 21, 2016, which is attached and made part of this agreement.

B. Owner agrees to pay Professional as compensation for his services as follows:

As described in our proposal letter dated June 21, 2016, which is attached and made part of this agreement.

C. Owner agrees to establish an allowance of \$_____ for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner: _____

Professional: Paul Repasky

By: _____
(Print Name)

By: Paul M. Repasky, PE
(Print Name)

Title: _____

Title: Professional Engineer

Date Signed: _____

Date Signed: June 21, 2016

Witness: _____

Witness: _____

General Provisions

1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred.

No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

July 7
agenda

No. 0000

Lakeview Cemetery

Mailing Address:

*P. O. Box 580
Mackinaw City, MI 49701
Ph: 231-436-5351*

Location:

*1012 W. Central Avenue
Mackinaw City, MI 49701*

Lot Certificate



MACKINAW CITY

CHEBOYGAN AND EMMET COUNTIES, MICHIGAN

In consideration of the sum of However Many Dollars, to them in hand paid, do hereby grant unto Jeanette Fraser and his heirs and assigns the exclusive right of burial to the following:

Block 00 Lot 0 Space 0

in Lakeview Cemetery in the Township of Wawatam, Emmet County, Michigan, subject to such reasonable regulations and assessments as may be made by said Board from time to time for the care and improvement of said Cemetery. In the event the burial rights represented by this certificate shall not be used within sixty years of its issuance, such rights shall revert to the Cemetery Board provided that when burial activity occurs within the sixty year period such rights are extended for sixty years after the last burial activity.

In witness whereof the President and Clerk of said Board have subscribed their names this 00th day of Month, A.D..

Village President

Village Clerk

Address of Deed Holder

50.000 - CEMETERY ORDINANCE Ord. No. 149 Adopted: November 2, 2006

The purpose of this Ordinance is to provide rules and regulations concerning the use and sales of cemetery lots in the Lakeview Cemetery, located in the Village of Mackinaw City.

THE VILLAGE OF MACKINAW CITY ORDAINS:

50.001 - Purchase of Lots.

Sec. 1.

1. Persons desiring to purchase a lot(s) are referred to the Cemetery sexton. Following the selection of a lot, the prospective purchaser shall pay for the lot(s). The transaction will be receipted and a lot certificate will be prepared by the Village Clerk and mailed to the purchaser.
2. Cemetery lot certificates will be placed only in the name(s) of a living person(s), except in the case of a single space purchased by the estate of the deceased when there are no living relatives. At the time of need, the cemetery lot must be fully paid prior to the opening of the grave.

50.002 - Ownership Rights.

Sec. 2.

1. The term "lot owner" or "ownership" shall be defined as the right to use a lot or part of a lot, as purchased from the Village for burial purposes only, and under the existing and subsequent rules and regulations as prescribed by the Village for such use.
2. Lots or fractional lots, for which the Village has issued lot certificates, will not thereafter be divided except by consent of the Village. All lots are exempt from taxation and cannot be seized for debt (except those owed to the Cemetery) nor can they be mortgaged.
3. The Village shall have the right to assume, at all times, that the lot owner acquired the lot for the interment of herself/himself and family members. Unless otherwise directed in writing and filed with the Village Clerk by the owner, devisees, or heirs, the Village will permit the interment of family members at the request of any interested person upon the proof of eligibility for burials as follows:
 - A. The surviving spouse of the lot owner shall have the first right to interment or to direct the right of interment.
 - B. When there is no surviving spouse, the devisees or heirs of the owner may, by order of will or by an agreement in writing, determine who among them shall have the right of interment or direction of interment, which agreement shall be notarized and filed with the Village Clerk.
 - C. In the event the owner, devisees, or heirs shall not have arranged for future interment, then the devisees or heirs as the case may be, of such owner, shall have the right to interment in order of their need.
4. The Village Clerk shall notify the Cemetery sexton of any changes in lot certificate recording.
5. All burial rights in Cemetery lots purchased from the Village occupy the same position as real

estate at the death of the owner. Only persons whose names appear on the Cemetery records of the Village will be recognized as owners or part owners of lots. In the case of a will, a certified copy of the will shall be delivered to the Village Clerk before the Village will recognize the change in ownership. If the deceased lot owner left no will, satisfactory proof of descent shall be presented.

6. A lot certificate invests the owner the right to use such lot(s) for burial purposes only, for themselves, their heirs, or any such person(s) as they may choose to admit, provided such admission is free of charge and without compensation and in accordance with the Cemetery Rules and Regulations. Lot owners may not resell or transfer their lots or parts of lots to anyone whomsoever. Transfer may be made only to the owner's spouse or children by the surrender of the original lot certificate and issuance of a new lot certificate by the Village to the new owners of lots or parts of lots so transferred. Lot owners desiring to dispose of lots or parts of lots, may upon surrender of the original lot certificates, sell the lots or part of the lots, back to the Village for a price not to exceed the original purchase price of the lot.
7. Certain older lots, no longer usable due to their small size, would have no resale value and are best left open. Said lots could be used, with the permission of the owners or heirs thereof, to further Cemetery beautification plans.

50.003 - Interment.

Sec. 3

1. The funeral director, or person(s) making arrangements, for the interment shall, as soon as there is knowledge of a pending service, notify the Cemetery sexton. Said notification, including all information pertaining to the gravesite and additional information as required, shall be provided by the funeral director or person(s) assuming responsibility for the service. Based on the information given to them, the Cemetery sexton will locate the exact site and determine the earliest possible time a service can be held. When definite information for location of the gravesite is not available, the Cemetery sexton will exercise his/her best judgment in making the location. The Cemetery assumes no responsibility for any error in such location.
2. No burial will be allowed until a burial permit is provided to the Cemetery sexton or Village Clerk.
3. A charge for opening and closing the grave, as well as the sodding or seeding of the grave, will be made at a current rate set by the Village. The payment of said charge becomes the responsibility of the individual(s) in charge of interment. The account becomes due upon receipt of a statement issued by the Village. Individuals, who make the arrangements, if not a funeral director, must make payment prior to the grave opening.
4. Graves shall be dug by the Village and shall conform to all applicable state laws. Only the Village shall open grave sites.
5. A member of the Village shall be present at every interment or service.
6. The interment of bodies of persons who have died of a contagious disease shall be in strict accordance with the rules of the State Board of Health.

7. The interment of more than one body in a single casket will not be allowed except in the case of a parent and infant or two children interred at the same time. The limitation of numbers of cremated remains allowed in one full body grave space are limited to a maximum of four cremated remains each.
8. Interments requiring special consideration(s) of utilizing equipment not normally available to the Village could be provided upon request. Adequate time must be allowed for preparation. Fees and charges must reflect the cost of the extra equipment, time and materials. Such practices must be arranged by advance notification.
9. No interments of a body other than that of a human being will be permitted.
10. Should weather become a factor, or when several burials occur on the same date, the Cemetery sexton shall schedule interments, working in close cooperation with the funeral directors. To avoid conflict, it will be necessary to honor service communications from the funeral directors according to the time received.
11. Whenever possible, interments will be scheduled to enter the Lakeview Cemetery no later than 3:00 p.m., Monday through Friday. Interments that require work being done other than during regular work hours Monday through Friday will be charged extra at the current overtime rate for actual time spent. Interment normally will not be scheduled on Sunday or an official Village holiday.

50.004 - Removal.

Sec. 4.

1. Removal of bodies from graves in Lakeview Cemetery will be done only by the Village in accordance with the requirements or the statutes of the State and the rules of the Public Health Department. Charges made by the Village for removal will be made in accordance with the difficulty of the work and are payable in advance. The minimum charge will be equal to twice the current charge for opening a grave of similar size.
2. Lot owners or their heirs desiring graves opened shall secure the necessary disinterment permit from the State and deliver it to the Cemetery sexton or Village Clerk.

50.005 - Stone and Monument Work.

Sec. 5.

1. Monument dealers and the purchasers are encouraged to contact the Village prior to ordering a monument to check on monument restrictions.
2. The Village of Mackinaw City does not engage in stone or monument installation or repair; however, all stone and monument work within the Lakeview Cemetery shall be subject to the following regulations and requirements:
 - A. All monuments must either be flush with the ground or be at least four (4) inches in height. The base for all-flush monuments or upright markers must correspond as closely as possible to the contour of the existing soil surface. No monument may be installed in such a fashion that it extends beyond the boundaries of the designated lot or grave, or that will interfere with future grave openings or the movement of the Cemetery maintenance equipment.

The setting of monuments and the transportation of all tools, materials, etc., within the Cemetery grounds shall be subject to the supervision and control of the Village. No unnecessary damage to the existing turf will be allowed, and all debris is to be removed from the Cemetery except soil. Excess soil must either be removed from the Cemetery or may be placed in the Cemetery stockpile. It may not be used to fill in low areas or distributed on adjacent lots.

- C. Heavy trucking will not be permitted within the Cemetery when, in the opinion of the Village, such work might cause damage to the grounds or driveways. Once begun, all monument and stone work is to be completed and any accumulated debris is to be removed from the site within a seven-day period. All work must be done during regular Cemetery hours of operation, Monday through Friday, unless by special permission from the Cemetery management.
- D. All corner markers are set by the Village.
- E. Stone work or monuments of any sort, once established in the Cemetery, may not be removed except by permission of the Village.

50.006 - Vaults and Mausoleums.

Sec. 6.

1. The construction of vaults and mausoleums must be approved by the Village.

50.007 - Maintenance Practices.

Sec. 7.

1. Permission for all permanent plantings must be acquired from the Village. Permanent plantings that are planted without permission may be removed without notice.
2. Existing individual lot plantings may be trimmed or removed by the Cemetery staff when they have become unsightly or unmanageable. Individual plantings so removed may be replanted as a part of a group planting.
3. No hedges, fences, or enclosures of any kind will be permitted on or around lots. Any objects that are obstructing the general maintenance of the Cemetery shall be removed without notice. Existing enclosures will be removed when they have deteriorated to an unattractive or unsafe condition.
4. Live flowers in plastic or paper mache containers are most welcome and may be used at all times. Annuals or perennials planted on the graves are welcome but must be mulched and tended by the planter. Plantings must be kept weeded and grass free, and those that are not tended and become unsightly shall be removed without notice by Cemetery staff. The Village assumes no responsibility for the preservation, maintenance, or protection of any type of grave, plant or decoration.
5. Placement of funeral flowers will be allowed for a period of approximately five (5) days; after this period, they will be removed. Artificial wreaths, artificial flowers, and decorations may be used, but all artificial flowers and decorations that remain from the previous year will be removed by May 1st or when considered to be unsightly by staff.

6. All wooden boxes, glass jars and bottles, toys, cans, wired flowers, and other objects that might create a mowing hazard will not be permitted during the mowing season except as designated and, when used, will be removed and disposed of by the Cemetery staff without notice. Shepherd's crooks are permitted, but when used they must be placed directly next to the side of the monument with the crook over the monument. All paintings or decorations placed on the crook must comply with all Cemetery decoration rules.
7. The Village reserves the right for its staff and other persons to enter upon or cross over any lot in the Cemetery when deemed necessary to the performance for normal Cemetery operation.
8. The Village reserves the right to move monuments for the purpose of machine digging graves. The Village assumes the responsibility for resetting the monument in a timely manner.
9. The Village or its employees assume no responsibility for actual damages or mental anguish in the performance of its normal operation, or loss by vandalism or other acts beyond its reasonable control.
10. The lot owner should feel free to consult with the Cemetery sexton or the Village of Mackinaw City staff regarding any item or clarification of the rules and regulations at any time.

50.008 - Rules for Visitors.

Sec. 8.

1. Visiting hours for the Cemetery are from sunrise to sunset. Visitors are requested to use designated walks and drives and not to trespass unnecessarily on Cemetery lots, pick any flowers, damage any shrub, tree or plant, or mar or deface any monument, stone or structure in the Cemetery.
2. Central Avenue is designated as the entrance and exit for vehicles in Lakeview Cemetery.
3. Vehicles traveling within the Cemetery shall observe the hours of visitation as previously stated and shall proceed at a rate not to exceed five (5) miles per hour. Drivers should be aware at all times of the Village's right to alter, change or close alleyways, roadways, and other physical properties of the Cemetery.
4. Firearms will be allowed inside the Cemetery only for use at military funerals, Memorial Day and any other Military or Police functions. Special permission must be obtained in advance from the Village.
5. It is unlawful to bring, cause, or permit a dog or any animal to enter the Cemetery except seeing-eye dogs, unless confined inside a vehicle.

50.009 - Fees and Payments.

Sec. 9.

1. The payment of fees and charges is due when billed by the Village. Fees, rates and charges shall be specified herein or as established by the Village Council.

50.010 - Penalty.

Sec. 10.

1. Any person violating any provision of this Ordinance shall, upon conviction thereof, be guilty of a civil infraction with costs assessed at not more than \$500.00. Any violation continuing for more than one day shall be a separate offence for each separate day during which the violation continues. These penalties may be imposed in addition to the fees and costs associated with this Ordinance. A violation of this Ordinance shall also authorize the Village to obtain injunctive relief to enjoin any unlawful activity.

50.011 - Severability.

Sec. 11.

1. The conditions of this Ordinance are declared to be severable, and if any clause, sentence, paragraph, section or subsection is declared void or inoperative by any reason by a court of competent jurisdiction, it shall not affect the other part or portion thereof.

50.012 - Effective Date.

Sec. 12.

1. This Ordinance shall take effect 20 days from its date of passage.

2016- LDS E- 002

To Admin. Staff: 6-30-16
To Council: 7-7-16
Decision: Approved Denied
Minutes to Applicant: _____

SPECIAL EVENT APPLICATION
VILLAGE OF MACKINAW CITY
102 S. HURON AVENUE, MACKINAW CITY, MI 49701
(231) 436-5351

Must be filled out in its entirety and returned to the Village Clerk's Office 45 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Team RWB-Gaylord Chapter

TELEPHONE: 989-619-0060

MAILING ADDRESS: _____

CONTACT NAME: Mark Sorenson

TELEPHONE: 989-619-0060

E-MAIL ADDRESS: Mark.Sorenson@teamrwb.org

CELL PHONE: 989-619-0060

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Mark Sorenson

TELEPHONE: 989-619-0060

E-MAIL ADDRESS: Mark.Sorenson@teamrwb.org

CELL PHONE: 989-619-0060

EVENT INFORMATION

NAME OF EVENT: Labor Day Bridge Walk

PURPOSE OF EVENT: _____

Non-Profit For-Profit Village Operated/Sponsored Co-Sponsored

Marathon/Race Festival/Fair Arts & Crafts Show Other _____

DATE(S): Sept 5, 2016 FROM 5 A.M. P.M. TO 2 A.M. P.M.

_____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

_____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

_____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

RAIN DATE(S): _____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

_____ FROM _____ A.M. P.M. TO _____ A.M. P.M.

EVENT LOCATION: Mackinac City

ESTIMATED NUMBER OF ATTENDEES: _____

WILL YOU UTILIZE SHOWERS: Yes No

ESTIMATED NUMBER OF VOLUNTEERS: 3-5

ESTIMATE DATE/TIME FOR SET-UP: _____ A.M. P.M.

ESTIMATE DATE/TIME FOR CLEAN-UP: _____ A.M. P.M.

Ins - 6-29-16

Fee - \$150⁰⁰ Non-resident
Non-profit



PARADE PERMIT

Includes runs, walks, and other uses of the Village public right-of-way.

POLICE ESCORT NEEDED: Yes No

PARADE ROUTE PROVIDED WITH APPLICATION: Yes No

PROPOSED ROUTE: N/A

Date and time Parade will start: _____ A.M. P.M.

Date and time Parade will end: _____ A.M. P.M.

EVENT DETAILS

SITE MAP: All applicants must provide a drawing of the event area and are due at application. Site map must be legible, be pre approved by Village Staff, and include and/or identify the following, if applicable:

- Lot lines
- Fire Hydrants
- Tents
- Table and chair diagram
- Bicycle Routes (including route into and out of town)
- All bicycle events will utilize the Village's Hike and Bike Trail
- Label roads and closest cross roads
- Locate and label buildings
- Portable Restrooms
- Placement of food vendors
- Sidewalks
- Parking lots
- Ingress and egress points
- Parade Route
- All proposed modifications

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: _____ END: _____
(NO LATER THAN 10 P.M.)

FOOD VENDORS/CONCESSIONS: (Contact Emmet or Cheboygan County Health Department)
 Yes No Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT: Yes No
 Provide Copy of Liquor Liability Insurance
See page 4 for required language naming the Village as an additional insured
 Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: _____

COPY OF LIABILITY INSURANCE PROVIDED WITH APPLICATION: Yes No
Date insurance binder provided: _____
See page 4 for required language naming the Village as an additional insured

WILL FIREWORKS BE APART OF EVENT: Yes No
 Provide Copy of Liability Insurance
 Provide Copy of Fireworks Permit
See page 4 for required language naming the Village as an additional insured

EVENT SIGNAGE: Village Council approval is required for any temporary signing in the public right-of-way, across a street or on Village property. Which of the following signs are requested for this event:

- "YARD" SIGNS** - Number requested: ____ (Maximum size is 2' x2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- SIGNAGE AT EVENT SITE** - Location(s): Team RWB has a flag we will set up on the side of a table.

Description of signs: _____
(Signs at event site cannot be displayed prior to day of the event and must at the end of the event.)

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No

If yes, where do you propose your vendors park? _____

EVENT LONG TERM PARKING: Will there be long term parking? Yes No

If yes, from date _____ to ending date: _____

Long term parking identified on the site map? Yes No

OVERNIGHT CAMPING: Will there be camping over night? Yes No

Name of Facility where camping: _____

If yes, from date: _____ to ending date: _____

Camp sites identified on the site map? Yes No

TENTS/CANOPIES/MISC: The Village of Mackinaw City does have tables and/or chairs available for rental. You will need to provide a diagram of the area for set up. Will the following be constructed or located in the event area?:

BOOTHS – QUANTITY _____

Size _____

TENTS – QUANTITY _____

CHAIRS – QUANTITY three to five chairs

AWNINGS – QUANTITY _____

TABLES – QUANTITY one table

Seating diagram for booths, awnings, tables and chairs provided with application: Yes No

PORTABLE RESTROOMS/TOILETS

Have you made arrangements to provide portable restroom facilities at your event? Yes No

If yes, total number of portable toilets: _____ Number of ADA accessible portable toilets: _____

If no, explain: Restrooms already provided, just looking to set up a table at the Bridge Walk/Swim

Restroom Company Name: _____

Address Street: _____

City: _____ State: _____ Zip: _____

Telephone Day: _____ Evening: _____ Fax: _____ Cell: _____

Equipment set up: Date: _____ Time: _____

Equipment pick up: Date: _____ Time: _____

Portable restrooms identified on the site map? Yes No

including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the Village of Mackinaw City or by third parties, or by the agents, servants, employees or factors of any of them.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

The Village of Mackinaw City expressly reserves the right in its sole discretion to cancel a private event for Village purposes and the Site user agrees, as a term of its use of a site, to release and waive all claims of any kind (including a claim for consequential damages), against the Village, its officers or employees arising out of cancellation of the user's event.

Is this an annual event? Yes No
Is this event expected to occur next year? Yes No
How many years has this event occurred? 1



Applicant Signature

Print name of applicant: Mark D. Sorenson

6/23/16

Date

VILLAGE USE ONLY – Department representative please initial if approved

[MS] DPW [ES] FACILITY SERVICES
[PEW] POLICE [FOH] FIRE [] AMBULANCE
[OW] RECREATION

VILLAGE COUNCIL COUNCIL APPROVAL DATE: _____

CONDITIONS, IF ANY: _____

AUTHORIZED BY: _____ DATE: _____
VILLAGE MANAGER

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY
RECEIVED JUL 19 2010

Date: JUL 16 2010
TEAM RED WHITE & BLUE INC
C/O THOMAS D LUCZAK
350 S MAIN STE 400
ANN ARBOR, MI 48104

Employer Identification Number:
27-2196347
DLN:
17053104302040
Contact Person:
CHITRA MAMLATDARNA ID# 52471
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 23, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

TEAM RED WHITE & BLUE INC

Sincerely,

A handwritten signature in cursive script that reads "Robert Choi". The signature is written in dark ink and is positioned above the typed name and title.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

