



Agenda

City of Charlevoix Shade Tree & Parks Commission Regular Meeting

Thursday, August 11, 2022 - 10:00 AM

2nd Floor Conference Room, 210 State Street, Charlevoix, MI

- 1. Call to Order and Roll Call**
- 2. Approve Minutes of April 14, 2022**
 - A. Draft Minutes for April 14, 2022
- 3. Old Business**
 - A. Status of Edgewater Resources Management Plan Development for Ferry Beach
 - B. Status of Lake Michigan Beach Park Improvements
 - C. Update on 2022 Right-of-Way Tree Planting
- 4. New Business**
 - A. Tree Removal Request: 112 Belvedere Avenue
 - B. Electric Line Clearance Specifications
 - C. Invasive Trees at Depot Beach
 - D. Expand Right-of-Way Tree Selection
- 5. Public Comment**
- 6. Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Clerk's Office at 231-547-3250 or by email clerk@charlevoixmi.gov. A 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodations requests.

Charlevoix Shade Tree & Parks Commission

Approve Minutes of April 14, 2022

Title: Draft Minutes for April 14, 2022

Date: August 11, 2022

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. 4-14-22 STC Draft minutes

Shade Tree and Parks Commission Meeting
Thursday, April 14, 2022, 10am
City Hall Second Floor Conference Room

Members present: Bertinelli; Levy; Muladore; Hodgson

Members absent: None

Also present: Mark Heydlauff, City Manager; Pat Elliott, DPW Superintendent; Kent Knorr, Recreation Director

Chair Hodgson called the meeting to order at 10:01am.

Motion by Bertinelli, second by Levy to approve the minutes of the March 10, 2022 meeting as presented.

Motion carried.

Chair Hodgson asked Mr. Knorr to discuss the Michigan DNR Recreation Passport Grant for the Lake Michigan Beach Park improvements. He indicated this would include pathway improvements, an overlook, and accessibility features. The desire is to implement this phase I this summer and fall and there are possible additional funds for this or other projects coming soon from the state.

Chair Hodgson discussed the proposal to plant the channel bank that was turned down by City Council. Mr. Elliott discussed the maintenance work his staff will be doing in this area. The Commission discussed various aspects of the area.

The Commission discussed the proposal for a Management Plan for Ferry Beach Park. Mr. Heydlauff discussed how this would be modeled on the plan developed for Michigan Beach Park that has yielded results there. This would codify a vision for the park and give focus to future and continued improvements. The Commission discussed the proposal and felt it would help them be responsive to maintenance and view corridor requests from the Friends of Ferry Beach.

Motion by Muladore, second by Bertinelli to recommend the approval of the proposal from Edgewater Resources for a Management Plan at Ferry Beach Park.

Motion carried.

Mr. Elliott advised there would be final grading on the former DPW site at Stover Road.

Ms. Muladore provided a demo of iTree which is a website that provides data on tree cover. She discussed the features of the program and how the Commission may find value in it to select planting locations.

The Commission discussed preliminary planning for the 2022 tree planting. The goal is to plant 50 trees this year with 15 saved for property owner requests and the commission directing 35 sites. The commission desires to complete locations by July 1.

Chair Hodgson opened the floor for public comment; none were heard.

Mr. Knorr discussed a planned Earth Day clean-up at Mt. McSauba; all are welcome to attend and help.

Chair Hodgson adjourned the meeting at 11:05am.
Meeting adjourned.

DRAFT

Charlevoix Shade Tree & Parks Commission

Old Business

Title: Status of Edgewater Resources Management Plan Development for Ferry Beach

Date: August 11, 2022

Presented By:

Background:

Edgewater asked for a tree survey at Ferry Beach Park. Pat Elliott will walk the area with Traevor Wood to get tree health and safety so that we can take appropriate actions thereafter. This project will be a higher priority for them once we've completed DNR filings for the Lake Michigan Beach Park trail project.

Recommendation:

Attachments:

None

Charlevoix Shade Tree & Parks Commission

Old Business

Title: Status of Lake Michigan Beach Park Improvements

Date: August 11, 2022

Presented By:

Background:

The goats were a welcome addition again to the park; they arrived the last week of July. Details for the Recreation Passport Grant to fund the trail and overlook deck are being finalized with the DNR so that we can begin the bidding process.

Recommendation:

Attachments:

None

Charlevoix Shade Tree & Parks Commission

Old Business

Title: Update on 2022 Right-of-Way Tree Planting

Date: August 11, 2022

Presented By:

Background:

- Site selections complete 7/1/22, Pat putting out to bid
- early October staking
- mid-October to plant

Recommendation:

Attachments:

None

Charlevoix Shade Tree & Parks Commission

New Business

Title: Tree Removal Request: 112 Belvedere Avenue

Date: August 11, 2022

Presented By:

Background:

Jim and Sandy Plagens of 112 Belvedere Avenue request the removal of a maple tree in the right of way. You'll find their full request and pictures included in the packet.

This request comes pursuant to the Section 152.04 of the Charlevoix City Code:

(D) Property owners adjacent to a street, public space or park may request to the Shade Tree and Park Commission in writing for the maintenance of trees not discussed above. If the request is granted, the city shall be compensated for all costs associated with the request and receive payment, as the Shade Tree and Park Commission may determine, for the appropriate planting of additional trees at rate of at least two new trees for every one tree removed. New trees shall be planted on city property or a street and shall be at the discretion of the city. The Shade Tree and Park Commission shall render a decision on such requests within 45 days of receipt.

In this case, you have the following options:

- Reject the request.
- Approve the request and set the number of trees to be replaced. Replacement trees can be done as part of our routine annual planting but the cost for them and the cost to remove this tree should be collected prior to the work being done.

As you can see in the ordinance text, you have 45 days to act on this request. If you reject the request or do not act within this window, the requesting party can take the request to City Council.

Recommendation:

Attachments:

1. Plagens letter

Jim and Sandy Plagens
112 Belvedere Avenue
Charlevoix, MI 49720
(231) 547-4641

August 6, 2022

To Whom it May Concern:

Re: Tree Obstructing View of Harbor

When we purchased our home in 2015, one of the valuable attributes of the property was the panoramic views of the Downtown and Harbor. Unfortunately, the tree planted on Belvedere Avenue by the City has blossomed to a point where it is greatly obstructing the view we had previously enjoyed; and, as you can see from the landscaping we have done on our property, we are not adverse to trees.

We understand there is a process to accommodate our issue and to assist the City in its tree planting program. Our first choice would be to have the tree removed/relocated and nothing planted to replace it. We would be happy to contribute to the Committee's funding, a fair compensation for tree(s) to be placed in other spaces around the City. We are open to any solutions the Committee would propose and appreciate the cooperation and consideration that the City has shown so far in addressing our issue.

Please feel free to contact us with any proposal or questions you may have.

Sincerely,

Jim Plagens

Sandy Plagens

JP/SP/gjm

Viewing Parcel Number: 052-365-006-20

Parcel Details

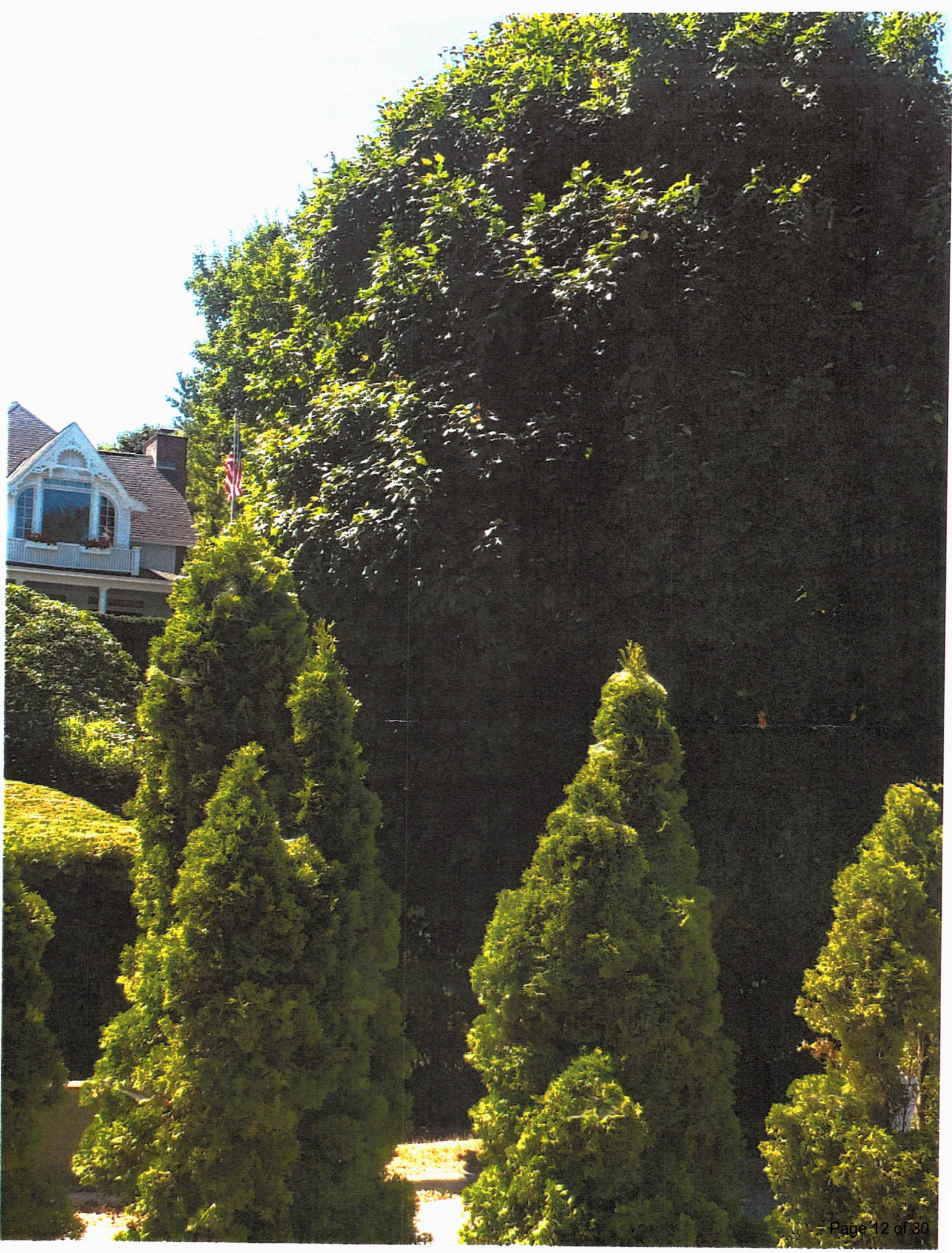
Assessing City/Township:	City of Charlevoix
Property Address:	112 BELVEDERE AVE CHARLEVOIX, MI 49720
Owner Information:	PLAGENS FAMILY TRUST PO BOX 38 CHARLEVOIX, MI 49720-0038
Property Class:	401 - Residential - Improved
Taxable Status:	TAXABLE
School District:	15050 - Charlevoix
P.R.E. Percentage:	100%
P.R.E. Filing Date:	1/30/2004
Current SEV:	\$477,800
Current Taxable Value:	\$326,540
Prior Year SEV:	\$452,500
Prior Year Taxable Value:	\$316,109

Sales Information

Date	Document Type	Liber/Page	Sales Price
08/19/2015	WD	1104/849	\$0
08/19/2015	WD	1104/851	\$0
06/23/2005	WD	689/971	\$0
09/11/2003	WD	572/994	Confidential
03/24/1999	WD	393/435	Confidential

Tax Description









Charlevoix Shade Tree & Parks Commission

New Business

Title: Electric Line Clearance Specifications

Date: August 11, 2022

Presented By: John Griffith, Electric Department Director

Background:

It is time again for us to do line clearance tree trimming around our power lines. John Griffith, Electric Department Director, will discuss these specifications with you before we put the item out for bids. This draft was used the last time we had this work done.

Recommendation:

Attachments:

1. 2022-2023 Line Clearance Specifications and Contract

CITY OF CHARLEVOIX
ELECTRIC DEPARTMENT
LINE CLEARANCE SPECIFICATIONS AND
CONTRACT
2022 - 2023

CITY OF CHARLEVOIX
ELECTRIC DEPARTMENT
LINE CLEARANCE SPECIFICATIONS AND CONTRACT

SCOPE

This document includes the specifications and contract documents to furnish all labor, material, tools, equipment, and related services for the Charlevoix Electric Department's line clearance program for fiscal year 2022 – 2023.

The Charlevoix Electric Department (Owner) will provide the Contractor with written descriptions of the line sections to be cleared. The descriptions will state the work to be done, and instructions or requirements deemed necessary or desirable by the Owner.

While performing work under this contract, the Contractor shall furnish the Owner a weekly status report indicating completed work, hours of labor and equipment, and other information deemed necessary by the Owner.

TERM OF CONTRACT

The Owner will issue a Notice to Proceed as authorized by the Charlevoix City Council. The Contractor shall commence work as soon as practical after receipt of the Notice to Proceed, but in no case longer than 30 days after receipt of the Notice to Proceed. The term of the contract is from the Notice to Proceed through April 2023.

PERFORMANCE OF WORK

The Electric System, including transmission and distribution systems, will be energized during Line Clearance operations. Normal Contractor working hours are Monday through Friday, 7:00 a.m. to 3:30 p.m. Line clearance that requires the lines to be de-energized shall be scheduled in advance with the Owner. The Owner shall be notified immediately for any work site accident, vehicular accident, and accidental contact with energized lines. The Contractor shall be responsible for any and all damage to the electric system, other public utilities and private property.

DEFINITIONS

- Diameter at Breast Height (DBH) is the diameter measured at 4 ½ feet above the ground
- Trimming: the cutting and removing of any limbs or branches.
- Tree: Woody vegetation with a minimum DBH of four (4) inches
- Brush: Woody vegetations with a DBH of less than four (4) inches.
- Unit of Brush is defined as 500 square feet measured from canopy edge to canopy edge
- Brushing: Trimming of all woody growths below 6" in diameter at 12" above ground, will be considered as Brushing.
- Trim is any woody plant that is identified to be trimmed.

- Removal is any plant that has a four (4) inch DBH or greater and has been identified to be removed

PERMITS AND RIGHT-OF-WAY

All applicable permits for the work are the responsibility of the Contractor at no extra cost to the Owner.

The Contractor shall provide notice and secure permission in advance from all property owners for the right to perform the trimming and cutting of trees called for by this agreement. In any case where the property owner refuses to grant such permission the Contractor shall bring this issue to the Owner's attention for help in establishing permission. Such permission shall be obtained before the commencement of said work.

PROTECTION OF THE PUBLIC / TRAFFIC CONTROL

The Contractor shall properly barricade the sidewalk to prevent pedestrian traffic under the trees being trimmed. The Contractor shall also place warning signs in the adjacent traffic lanes to warn oncoming traffic that tree trimming is in progress. Any limbs trimmed from trees that fall into public streets shall immediately be removed. Traffic control is the responsibility of the Contractor and shall conform to all state, county, and local codes. All necessary warning devices needed to control pedestrian and vehicular traffic shall be provided by the Contractor at no extra cost to the Owner. Any work being performed on US-31 or M-66 shall be done in accordance with all MDOT signage requirements and permit restrictions at no extra cost to the Owner.

RESTORATION FOR DAMAGE TO PROPERTY

The Contractor shall be responsible for any or all damage to utilities or other facilities such as sewers, water lines, gas lines, underground or overhead electric power or communication lines.

The Contractor shall promptly repair and/or restore all structures, including driveways, sidewalks, fences, etc. damaged by this Contractor during the progress of the work. In lieu of such repairs, and if agreeable to the owner of the damaged structure, the Contractor may make a fair and equitable monetary compensation to such owner.

Whenever lawns, shrubs or other decorative vegetation is damaged by this Contractor during in the performance of the work, Contractor shall promptly compensate the owner by replacing the damaged vegetation or making an equitable monetary compensation to such owner.

INVOICING

Invoices shall be furnished twice a month for completed work. The amount of each invoice shall be determined according to the rates of labor, equipment and material set forth in the Power Line Trimming Rate Sheet. Charges for labor shall be for hours

worked by the Contractor's employees. No hours worked shall be charged at overtime rates, unless requested by the Owner in writing. In emergency situations the Owner may orally request overtime work and follow up with written confirmation. Overtime shall be paid at the hourly rates specified for personnel for hours worked only when over forty (40) hours per week.

The rates set forth in the Power Line Trimming Rate Sheet shall constitute the entire compensation to be paid the Contractor for work done under this contract. They include the Contractor's profit, permits, overheads, taxes, insurance, compensation of labor including fringe benefits and all other labor costs, without any additions or extras whatsoever.

Work performed under this contract shall be done in a workmanlike manner.

The City will withhold 10% of the invoice for retainage.

RISKS OF THE WORK

The Contractor shall perform the work at the Contractor's own risk and responsibility.

The work is to be made complete including any implied work. Implied work shall be provided by the Contractor as if the same had been stated specifically without any additional charge to the Owner. The mention of any specific responsibility or liability of the Contractor in this, or any part of the Contract Documents, shall not be construed as a limitation or restriction upon the general responsibility or liability imposed on the Contractor.

PERMITS, ORDINANCES, REGULATIONS, AND LICENSING

The Contractor must obtain all permits and pay all fees and charges for use of public or private property for storage of material, etc. Storage facilities of the Electric Department will be available for reasonable equipment storage during the work.

The laws of the State of Michigan shall govern the interpretation of this contract including commercial driver's license requirements for vehicle operation.

USE OF PREMISES

The Contractor shall confine apparatus, the storage of materials, and the operations of employees to limits indicated by law, ordinances, permits, property lines, or directions of the Owner, and shall not unreasonably encumber the premises or streets with the contractor's equipment and material.

PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain adequate protection of all work from damage and shall protect all property of the Owner or third parties from injury or loss arising in connection

with this Contract. The Contractor shall be liable for any damage, injury or loss and shall indemnify and hold the Owner harmless from any such damage, injury or loss. The Contractor shall adequately protect adjacent property during the performance of the work. The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life, or the work, or of adjoining property, the contractor, without special instruction or authorization from the Owner, is hereby permitted to act to prevent such threatened loss or injury, and the Contractor shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the contractor because of emergency work, shall be determined by agreement.

LABOR AND SUPERINTENDENCE

The Contractor shall maintain a single point of contact throughout the term of the contract. The supervisor shall not be changed except with the consent of the Owner. A supervisor who is not satisfactory to the Owner shall not be retained. The supervisor shall represent the Contractor and all directions given to the supervisor shall be binding as if given to the Contractor.

The Contractor shall employ OSHA qualified line-clearance tree trimmers and all equipment, tools and PPE shall meet all applicable safety requirements and codes. Contractor must provide documentation attesting to this on request from the Owner. All the Contractor's employees shall be qualified for the work being performed and shall conduct themselves in a professional manner in the performance of work under this contract. Failure to comply with this provision may be considered a breach of this Contract.

SAFETY

Work shall be performed in a workmanlike manner and follow recognized federal, state, and local regulations and practices. This shall include all necessary tools, equipment and other protective devices to for safe working conditions to protect the Contractor's employees, the Owner and the general public.

PERFORMANCE OF WORK

The primary neutral shall be treated as an energized conductor under this contract.

The 46 kV system shall be cleared of all overhanging vegetation and side clearance of 15 feet. The Contractor shall notify the Owner of any trees outside the 15-foot zone that could come into contact with the 46 kV conductors.

12.47/7.2 kV lines shall be cleared to eliminate any overhanging limbs and branches.

All trees shall be trimmed according to arborist standards as described in the most recent ANSI A300 Guidelines. In addition, trimming shall not remove more than 30% of the living tree crown. Topping of trees is prohibited. Tree removal will generally be limited to mulberry, silver maple, elm, ailanthus, poplar and cottonwood with a DBH of 12 inches or less. Conifer trees may be trimmed to a clearance of five (5) feet. Oak trees shall only be trimmed from late fall to early spring when temperatures are expected to be below 32 degrees Fahrenheit. All tools used to trim oak trees shall be cleaned before and after working on each oak tree with a 1:40 bleach to water solution. Ornamental trees and shrubs should generally not be trimmed

Trees shall be trimmed for the maximum clearance under ANSI A300 standards or a minimum of three (3) years clearance. Where a three (3) year minimum clearance is not achievable or other deviations are necessary, the Contractor will contact the city.

All dead, dying, or defective limbs which may interfere with or endanger operational safety and line maintenance, shall be removed.

Stumps shall be cut to a height no greater than three (3) inches above grade.

All stumps shall be treated with Garlon 4 Ultra Triclopyr unless off-site contact is possible or if the tree is unaffected by the herbicide (i.e., most evergreens)

All brush stumps shall be flush cut leaving no "spears".

Work shall typically be performed during the dormant season of September through May. Though not all work can be performed at this time, oak, apple, and pear shall be trimmed during the dormant season.

Rounding over and stubbing cuts are not acceptable.

Trees should be trimmed to the nearest lateral.

Vines shall be cut at the ground line and below the power space on the pole. The stump shall be treated to prevent regrowth.

Trees with non-treatable disease, 50% or greater dying tops, dying major branches, splitting trunks, hollow trunk, fungal growth, rodents and insect damage, and private trees that pose a hazard to the health, safety, and welfare of the public shall be reported to the Owner with a recommendation for removal.

Contact MISS DIG prior to grinding stumps. Stumps are to be ground to six (6) inches below grade. The site is to be cleared of debris, the void filled with topsoil to fill the void flush with surrounding surface and seeded. Cover the site with mulch.

INSPECTION OF WORK

The Owner reserves the right to inspect any work prior to authorizing any invoice.

CLEANUP

During the performance of the work the Contractor shall be responsible for the removal of any rubbish, debris, litter, brush and wood resulting from work activities.

In the event of failure of the Contractor to comply with this clause, the Owner will notify the Contractor of such failure. If the Contractor does not rectify the situation within twenty-four (24) hours after such notification, the Owner may cause such debris, litter, or waste to be removed at the Contractor's expense

No certification for payment will be authorized if the Contractor is not in compliance with this requirement.

CHANGES IN THE WORK

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work. All such work shall be executed under the conditions of the original contract.

In giving instruction, the Owner shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from the Owner stating that the Owner has authorized the extra work or change, and no claim for an addition to the contract sum shall be valid unless so ordered.

CLAIMS FOR EXTRA COSTS

If the Contractor claims that any instructions involve extra cost under this contract, Contractor shall give the Owner written notice of such claim within 10 days. In no event, shall the Contractor proceed with the work included under such claim unless a written order from the Owner has authorized the change. No claim shall be valid unless so made.

SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this work or to perform such related work as the Owner may deem desirable. Accordingly, this is a non-exclusive contract.

SUBCONTRACTS

The Contractor shall not employ subcontractors without the written approval of the Owner. The Owner reserves the right to withhold approval of subcontracting such portions of the work that the Owner may deem would not be to the Owner's best interest.

The Owners' approval of a subcontractor shall not relieve the Contractor of any responsibilities or liabilities hereunder. The Contractor assumes responsibility to the Owner for the acts and omissions of all subcontractors and of all persons either directly or indirectly employed by the subcontractor.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or the right to execute it, or any part thereof, or interest therein, without the written consent of the Owner.

OWNER'S RIGHT TO TERMINATE CONTRACT

The Owner shall have the right to terminate this contract upon fifteen (15) days written notice for the failure of the Contractor to comply with any terms of this contract.

GUARANTEES

The Contractor shall guarantee that performance shall be in accordance with these specifications and arboricultural standards. In the event of failure to comply with or meet the guarantee, the Contractor shall proceed at the Contractor's own expense to rectify faulty workmanship or faulty performance and in the event of failure to do so, the Owner may proceed to have such rectification made at the expense of the Contractor.

INSURANCE

Proof of Insurance Coverage: Proposals must include proof of insurance to the following requirements, at a minimum. Each policy and Certificate of Insurance must be acceptable to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from his operations under this contract. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated. Subcontractors must provide proof of insurance to the contractor upon subcontractor selection and forwarded to the City.

All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers that have a Best Company's Insurance Reports Rating of A or A- (Excellent).

Workers' Compensation: The Contractor(s) shall carry Worker's Compensation and Employer's Liability Insurance Coverage, in accordance with all applicable statutes of the State of Michigan. In the event that the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this bid, the Contractor

shall ensure that said subcontractors and sub- subcontractors carry Worker's Compensation and Employer's Liability Insurance coverage, in accordance with all applicable statutes of the State of Michigan.

Public Liability & Property Damage

- Occurrence Form

Bodily Injury: Occurrence	\$1,000,000
Aggregate	2,000,000
Products-completed/operations aggregate	2,000,000
Personal & Advertising Injury	500,000
Fire damage (any one fire)	50,000
Medical payment (any one person)	5,000

Coverage to include (if applicable):

- ☐ Contractual liability
- ☐ Broad form property damage
- ☐ Explosion, collapse and underground damages - XCU
(When applicable - demolition excavation, use of explosive)
- ☐ Owners & contractors
Protective liability & property damage (construction projects)

Motor Vehicle (including owner, hired & non-owned vehicles)

Bodily injury: Occurrence	1,000,000
Bodily injury: Accident	1,000,000
Property damage: Occurrence	250,000
Or combined single limit	1,000,000

Umbrella Liability

Per Occurrence:	1,000,000
Aggregate:	2,000,000

The City of Charlevoix must be a named insured on the policy.

Proof of insurance must be furnished the City before work begins. Underground construction coverage is required only when applicable. Thirty (30) days written notice from the carrier is required prior to cancellation.

Additional coverage and limits may be required based on the particular contract or lease.

Additional Insured: Policy(ies) and coverages as described above, excluding Workers' Compensation Insurance, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Charlevoix, all elected and appointed officials, all employees, agents, all boards, commissions, and/or authorities and board members, including employees thereof. It is understood and agreed by naming the Village as

additional insured, coverage afforded is considered to be primary and any other insurance the Village may have in effect shall be considered secondary and/or excess.

Cancellations and Renewals: All insurance policies and binders must include an endorsement by which the insurer agrees to notify the Village in writing at least 30 days before there is a cancellation or material change in coverage. If any of the above coverages expire during the term of the executed contract between the selected contractor and the Village, the contractor shall deliver renewal certificates, endorsements, and/or policies to the Village at least ten (10) days prior to the expiration date. All notifications, renewals, Advance Written Notification of Cancellation, Non-renewal, Reduction, and/or Material Change must be sent to: City of Charlevoix, 210 State Street, Charlevoix, MI 49720, Attn: Electric Department

Bonding Requirements:

Proposers will provide the Village with satisfactory evidence of the proposer's ability to obtain the required insurance and bonds from a company(ies) licensed by the Insurance Commissioner of the State of Michigan to transact surety business in the State of Michigan. Proposers are required to provide a 5% bid guarantee bond, a performance bond for 100% of the contract price and a standard payment bond equal to 100% of the contract price.

HOLD HARMLESS CLAUSE

The Contractor shall indemnify and save harmless the City and all of its officers and agents from any losses, damages, costs, claims, expenses, judgments, or decrees arising out of the Contractor's activities under this agreement, or arising out of the activities of any subcontractor, employees, or agents of the Contractor.

The Contractor shall indemnify and save harmless the City from any and all claims whatsoever from any of the Contractor's subcontractor's workmen, material men, or suppliers.

The Contractor and each of its employees, agents, subcontractors, and personnel shall in no manner or means be considered an employee of the City and the Contractor and all of its agents, and employees shall remain independent contractors for all purposes whatsoever.

CUSTOMER RELATIONS

In order to maintain good customer relations, Contractor's crew members shall wear uniforms and hard hats with the company name of the Contractor clearly displayed. The uniforms and hard hats shall be clean and in good repair.

All public relations such as access and trimming permission from property owners, and general crew conduct will be handled by the Contractor in a professional and workmanlike manner. Should a customer file a complaint, the Contractor shall contact the complainant, after consulting with the Owner, to address the complaint.

EQUIPMENT

The bucket truck to be provided for tree trimming service shall have at least a fifty (50) foot working height and be certified and tested for line clearance work. All tools and equipment such as saws, pruners, ropers, and any other tools the bidder considers necessary to perform the work shall be included in the Power Line Trimming Rate Sheet.

In addition to the above equipment, the Contractor will provide a chipper and a truck for wood chips, both to be paid at the bid hourly rate, and have at their disposal any other rolling stock the Contractor considers necessary. The Contractor will provide a list of equipment and tools for Owners approval.

PERSONNEL QUALIFICATIONS

The Contractor will submit documentation of formal education of crew members and will provide crew members with a demonstrated expertise through training documentation. At all times, a ratio of fifty percent (50%) or better shall be maintained on the crew between experienced and inexperienced line tree trimmers. Trimming is to be done in a professional manner to be in accordance with the requirements of ANSI A300 and the ISA Best Management Practices Series – Utility Pruning of Trees. The Contractor should have an ISA certified arborist on staff for consultation and training in proper trimming methods. Before the work begins the Contractor shall make itself available to meet with a representative of the Charlevoix Shade Tree Commission to go over the proper trimming procedures. This meeting shall be arranged by the Owner and shall be at no cost to the owner. Submit Safety and Procedural Manual prior to the commencement of work.

Include a list of references with the proposal form.

VEHICLE STORAGE

Vehicles and equipment may be stored at facilities furnished by the Utility.

POWER LINE TRIMMING HOURLY RATE SHEET

All time and material hourly rates necessary for execution of the work shall be listed below. These rates will be used as the basis for payment for the duration of this contract. For the purposes of comparing bids the "Total Rate Per Crew Hour" at the bottom of this sheet shall be the sum of the hourly rates for the Foreman, Journeyman Trimmer, Groundman, Aerial Lift and Chipper. Any additional labor or equipment rates not listed below that the bidder feels may be necessary shall be added to the bottom of this sheet.

Labor

To include total hourly and overtime rates for all necessary personnel.

	<u># Needed</u>	<u>Rate/Hour</u>	<u>Totals</u>	<u>OT Rate/Hour</u>
Foreman	_____	_____	_____	_____
Journeyman Trimmer	_____	_____	_____	_____
Groundman	_____	_____	_____	_____
Other	_____	_____	_____	_____
Total			_____	

Equipment

To include total hourly rates for vehicles and all necessary equipment. Equipment shall meet or exceed any safety standards from appropriate federal, state and local government agencies.

	<u># Needed</u>	<u>Rate/Hour</u>	<u>Totals</u>
Aerial Lift	_____	_____	_____
Chipper	_____	_____	_____
Dump Truck	_____	_____	_____
Other	_____	_____	_____
Total			_____

Total Rate Per Crew Hour: _____ O/T _____

Note that the total of this contract shall not exceed **\$190,000**

EXECUTION OF PROPOSAL BY CONTRACTOR

The Proposal must be signed with the full name of the Contractor. If the Contractor is a partnership, the Proposal must be signed in the partnership name by a partner. If the Contractor is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the secretary of the corporation. If the Contractor is another form of legal entity, the proposal must be signed by a duly authorized representative of the entity. Proposal must be valid for 90 days.

Upon acceptance of this Proposal and the execution of this document, this document becomes a contract and constitutes the full and complete contract between the parties. Accordingly, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

(Bidder)

WITNESS:

(Address)

By: _____

(Signature)

Its: _____

Contact Person: _____

Phone: _____ Fax: _____

Email: _____

OWNER: City of Charlevoix

(Signature)

WITNESS:

Date of contract: _____

Charlevoix Shade Tree & Parks Commission

New Business

Title: Invasive Trees at Depot Beach

Date: August 11, 2022

Presented By:

Background:

Recommendation:

Attachments:

None

Charlevoix Shade Tree & Parks Commission

New Business

Title: Expand Right-of-Way Tree Selection

Date: August 11, 2022

Presented By:

Background:

Consider the addition of the Liberty Elm and the Kentucky coffee tree to the list of approved species.

Recommendation:

Attachments:

None