

**CHARTER TOWNSHIP OF GARFIELD  
TOWNSHIP BOARD MEETING**

Tuesday, March 14, 2023 at 6:00pm  
Garfield Township Hall  
3848 Veterans Drive  
Traverse City, MI 49684  
Ph: (231) 941-1620

**AGENDA**

**ORDER OF BUSINESS**

**Call meeting to order**

**Pledge of Allegiance**

**Roll call of Board Members**

**1. Public Comment**

**Public Comment Guidelines:**

Any person shall be permitted to address a meeting of The Township Board, which is required to be open to the public under the provision of the Michigan Open Meetings Act, as amended. (MCLA 15.261, et.seq.) Public Comment shall be carried out in accordance with the following Board Rules and Procedures: a.) any person wishing to address the Board is requested to state his or her name and address. b.) No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Township Board Member's questions. Where constrained by available time the Chairperson may limit the amount of time each person will be allowed to speak to (3) minutes. 1.) The Chairperson may at his or her own discretion, extend the amount of time any person is allowed to speak. 2.) Whenever a Group wishes to address a Committee, the Chairperson may require that the Group designate a spokesperson; the Chairperson shall control the amount of time the spokesperson shall be allowed to speak when constrained by available time.

**2. Review and approval of the Agenda - Conflict of Interest**

**3. Consent Calendar**

The purpose of the Consent calendar is to expedite business by grouping non-controversial items together to be dealt with in one Board motion without discussion. Any member of the Board, staff or the public may ask that any item on the Consent Calendar be removed there from and placed elsewhere on the Agenda for full discussion. Such requests will be automatically respected. If any item is not removed from the Consent Calendar, the action noted in parentheses on the Agenda is approved by a single Board action adopting the Consent Calendar.

a. Minutes – February 28, 2023, Joint Township Board and Planning Commission Meeting (Recommend Approval)

b. Bills -

(i) General Fund \$76,479.30

(ii) Gourdie-Fraser

Developer's Escrow Fund – Storm Water Reviews,

Utility Plan Review, Oversight & Closeout \$5,735.00

General Utilities 1,698.30

Park Funds / DNR Trust Fund 1,665.00

Total \$9,098.30

(Recommend Approval)

- c. State of Michigan Revenue Sharing Report (Receive and File)
  - d. Consideration of draft Amended and Restated Ordinance No. 18 (Payment in Lieu of Taxes) – Schedule public hearing for March 28, 2023 (Recommend Approval)
  - e. Close-out and turnover documents for Oakleaf Village Water and Sewer Extension project (Recommend Approval)
4. **Items removed from the Consent Calendar**
5. **Correspondence**
6. **Reports**
- a. County Commissioner’s Report
  - b. Construction Report
  - c. Sheriff’s Report
  - d. Planning Department Report for March 2023
  - e. Parks and Rec Report
  - f. Clerk’s Report
  - g. Supervisor’s Report
7. **Unfinished Business**
- a. Consideration of Resolution 2023-07-T in support of an application for the Michigan Natural Resources Trust Fund grant program
  - b. Consideration of Flock Group Inc. Services Agreement for safety cameras
  - c. Consideration of proposal to upgrade new traffic signals on state highways
8. **New Business**
- a. Consideration of River East Recreation Area Phase III Improvements Proposal
9. **Public Comment**
10. **Other Business**
11. **Adjournment**

Lanie McManus, Clerk

The Garfield Township Board will provide necessary reasonable auxiliary aids and services, such as signers for hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities upon the provision of reasonable advance notice to the Garfield Township Board. Individuals with disabilities requiring auxiliary aids or services should contact the Garfield Township Board by writing or calling Lanie McManus, Clerk, Ph: (231) 941-1620.



**CHARTER TOWNSHIP OF GARFIELD**  
**Joint Meeting Minutes**  
**TOWN BOARD AND PLANNING COMMISSION**  
**February 28, 2023**

The Joint Meeting was called to order at the Garfield Township Hall on February 28, 2023 at 6:00p.m.

**Pledge of Allegiance**

**Roll Call of Board Members**

Present: Chris Barsheff, Chuck Korn, Chloe Macomber, Lanie McManus and Denise Schmuckal

Absent: Molly Agostinelli and Steve Duell

Staff Present: Planning Director John Sych and Deputy Planning Director Steve Hannon

**Roll Call of Planning Commissioners**

Present: Pat Cline, Chris DeGood, Robert Fudge, Joe McManus, John Racine and Joe Robertson

Absent: Molly Agostinelli

**1. Public Comment (6:01)**

Justin Reed commented on trail maintenance

**2. Review and Approval of the Agenda - Conflict of Interest (6:03)**

*Barsheff moved and Schmuckal seconded to approve the agenda as presented.*

*Yeas: Barsheff, Schmuckal, L. McManus, Macomber, Korn, Racine, J. McManus, Robertson, Fudge, DeGood, Cline*

*Nays: None*

**3. Minutes**

**a. Township Board – Review and Approval of February 14, 2023 Minutes**

*Schmuckal moved and Barsheff seconded to approve the February 14, 2023 Township Board minutes as presented.*

*Yeas: Schmuckal, Barsheff, Macomber, L. McManus, Korn*

*Nays: None*

**b. Planning Commission – Review and Approval of February 8, 2023 meeting minutes**

*Fudge moved and Cline seconded to approve the February 8, 2023 Planning Commission minutes as presented.*

*Yeas: Fudge, Cline, Racine, J, McManus, Robertson, DeGood  
Nays: None*

Korn had the Road Commission present first under business.

**4. Business**

**b. Grand Traverse County Road Commission Presentation (6:06)**

Brad Kluczynski, Managing Director of the Grand Traverse County Road Commission, and Joe Underwood, Chair of the Road Commission, were present to deliver a presentation on the Road Commission. Kluczynski stated that the public was now able to be more engaged with the Road Commission by having access to view road conditions and to report problems. In addition, a GIS system will allow the public to request service in a certain road in the township and the system will automatically share information with the person who submitted the request. He presented the new asset management plan, and the cost sharing program as it relates to townships. The Traverse City - Garfield urban area has also been qualified as a Metropolitan Planning Organization (MPO) which means that there will be substantial funding for the road commission. Kluczynski also addressed the East/West corridor proposed bridge. Board members and commissioners asked questions pertaining to the road share funds, and proposed roundabouts

**a. Update of Land Use Priorities for New Master Plan (6:44)**

Planner John Sych reviewed the 2022 priority list and commented on the progress made over the year. Information gathering was a success with the Community survey and will also be used to drive the Master Plan. Sych added that the DNR approved the Parks and Rec plan as of today and some of those goals will also be included in the Master Plan. A non-motorized plan will also be included in the Master Plan. The Barlow/Garfield and Cherryland center redevelopment went very well and shows that a township can guide development in a certain area. The River East Recreation area will also see more improvements in 2023. The South Airport corridor was discussed and the township will continue to see a different character for that area.

5. **Open Discussion (6:57)**

Board members and commissioners discussed the Master Planning process. Affordable housing was discussed including types of housing and density. Possible solutions to the housing issue in the township were discussed. Steering development towards a common goal such as the Cherryland Center redevelopment was discussed.

6. **Public Comment (7:55)**

*Jennifer Graham* with Gourdie-Fraser commented on water and sewer infrastructure.

*Hunter Lundzen*, a homeless supervisor for NMCCA program is studying public policy and asked to discuss camping policies for the homeless in the township.

*Justin Reed* commented on the condition of Franke Road.

7. **Adjournment**

*Korn adjourned the meeting at 8:04pm.*

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Chuck Korn, Supervisor  
Charter Township of Garfield  
3848 Veterans Drive  
Traverse City, MI 49686

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Lanie McManus, Clerk  
Charter Township of Garfield  
3848 Veterans Drive  
Traverse City, MI 49686

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/15/2023	GEN	41257	BETTY TEZAK	GTCMCA DUES 2023-2024 LANIE/BETTY	101-215-965.000	20.00
02/15/2023	GEN	41258	CITY OF TRAVERSE CITY	00104403-7	101-000-084.861	666.78
		41258		00104915-6	101-448-920.005	28.34
						<u>695.12</u>
02/15/2023	GEN	41259	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	663.04
02/15/2023	GEN	41260	GFL ENVIRONMENTAL	002114258	308-000-805.000	493.11
02/15/2023	GEN	41261	GFL ENVIRONMENTAL	002114259	101-265-935.604	122.80
02/15/2023	GEN	41262	GRANITE TELECOMMUNICATIONS	POTS LINE	101-265-850.000	129.16
02/15/2023	GEN	41263	GT SUPPLY, LLC	TOILET PAPER / TOWELING / CAN LINERS	101-265-726.003	353.10
02/15/2023	GEN	41264	INTEGRITY BUSINESS SOLUTIONS	PAPER	101-101-726.000	89.98
02/15/2023	GEN	41265	KCI	NEWSLETTER / ASSESSMENT NOTICES	101-101-900.000	1,383.55
		41265		NEWSLETTER / ASSESSMENT NOTICES	101-171-726.001	3,474.29
		41265		NEWSLETTER / ASSESSMENT NOTICES	101-171-900.000	2,289.75
						<u>7,147.59</u>
02/15/2023	GEN	41266	PITNEY BOWES INC	INK	101-101-726.001	132.79
02/15/2023	GEN	41267	SPECTRUM ENTERPRISE	INTERNET	101-258-935.016	149.98
02/15/2023	GEN	41268	UNITED WAY	UNITED WAY	101-000-238.000	90.00
02/15/2023	GEN	41269	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-227.000	1,410.00
02/16/2023	GEN	41270	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTH	101-851-873.030	22,670.69
02/16/2023	GEN	41271	U.S.POSTAL SERVICE	36771079 POSTAGE	101-101-726.001	2,000.00
03/02/2023	GEN	41272	AFLAC	AFLAC - BQZ32	101-000-227.001	436.82
03/02/2023	GEN	41273	CONTEMPORARY CLEANING	CONTRACTED SERVICES	101-265-935.603	1,350.00
		41273		CONTRACTED SERVICES	308-000-935.000	450.00
						<u>1,800.00</u>
03/02/2023	GEN	41274	FIFTH THIRD BANK	S/A BANK DEPOSIT TICKETS, PARK MAINTENANCE	101-101-726.000	122.49
		41274		S/A BANK DEPOSIT TICKETS, PARK MAINTENANCE	101-215-960.000	38.11
		41274		S/A BANK DEPOSIT TICKETS, PARK MAINTENANCE	308-000-935.000	45.29
						<u>205.89</u>
03/02/2023	GEN	41275	FIFTH THIRD BANK	EDUCATION	101-171-960.200	659.89
		41275		EDUCATION	101-258-726.000	10.06
						<u>669.95</u>

**3.b.(i)**

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/02/2023	GEN	41276	FIFTH THIRD BANK	EDUCATION, LOCKS, RUBBER STAMP	101-253-726.000	54.11
		41276		EDUCATION, LOCKS, RUBBER STAMP	101-253-960.000	804.08
						858.19
03/02/2023	GEN	41277	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	663.04
03/02/2023	GEN	41278	HOME DEPOT CREDIT SERVICES	OFFICE SUPPLIES - SALT, WASHERS	101-265-726.003	44.30
03/02/2023	GEN	41279	KRAFT BUSINESS SYSTEMS	COPIER	101-101-726.002	318.31
03/02/2023	GEN	41280	PRINCIPAL LIFE INSURANCE COMPANY	1138766-10001 - EMPLOYEE INSURANCE	101-851-873.040	2,029.70
03/02/2023	GEN	41281	STAPLES	SUPPLIES	101-215-726.000	244.54
03/02/2023	GEN	41282	SUPERFLEET	GAS - FB187	101-806-862.000	132.12
03/02/2023	GEN	41283	SVEC CONSTRUCTION	SNOWPLOWING	101-265-935.601	3,305.00
03/02/2023	GEN	41284	UNITED WAY	UNITED WAY	101-000-238.000	90.00
03/02/2023	GEN	41285	VERIZON	PHONES	101-265-850.000	262.37
03/02/2023	GEN	41286	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-227.000	1,410.00
03/08/2023	GEN	41287	ANNE WENDLING	CONTRACTED SVCS	101-101-805.000	280.75
03/08/2023	GEN	41288	ANNE WENDLING	CONTRACTED SVCS	308-000-805.000	55.00
03/08/2023	GEN	41289	CONSUMERS ENERGY	100018131597	101-448-920.005	29.74
03/08/2023	GEN	41290	CONSUMERS ENERGY	103043977273	101-448-920.005	52.43
03/08/2023	GEN	41291	CONSUMERS ENERGY	103033456148	101-448-920.005	2,311.51
03/08/2023	GEN	41292	CONSUMERS ENERGY	100000311801	101-000-084.861	2,961.21
		41292		100000311801	101-448-920.005	1,538.22
						4,499.43
03/08/2023	GEN	41293	DTE ENERGY	910020833257	101-265-920.601	56.00
03/08/2023	GEN	41294	DTE ENERGY	910020833133	101-265-920.601	2,484.45
03/08/2023	GEN	41295	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	663.04
03/08/2023	GEN	41296	GFL ENVIRONMENTAL	002096164	308-000-805.000	493.11
03/08/2023	GEN	41297	GFL ENVIRONMENTAL	002114259	101-265-935.604	122.80
03/08/2023	GEN	41298	GRAND TRAVERSE COUNTY DPW	5590511	308-000-805.000	11.50
03/08/2023	GEN	41299	GRAND TRAVERSE COUNTY DPW	5105021	101-265-920.602	150.28
03/08/2023	GEN	41300	GRID4 COMMUNICATIONS, INC.	PHONES	101-265-850.000	689.24

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/08/2023	GEN	41301	INTEGRITY BUSINESS SOLUTIONS	ENVELOPES	101-253-726.000	84.09
03/08/2023	GEN	41302	KCI	ASSESSMENT NOTICES	101-171-726.001	344.61
		41302		ASSESSMENT NOTICES	101-171-900.000	500.00
						<u>844.61</u>
03/08/2023	GEN	41303	LANDGREEN LAWCARE	SNOW REMOVAL	308-000-805.000	3,778.00
03/08/2023	GEN	41304	NW MI COG	TTCI DUES	101-747-880.004	3,000.00
03/08/2023	GEN	41305	RICHARDS & MCDUGALL, P.C.	PROFESSIONAL SVCS AUDIT	101-101-802.000	5,000.00
03/08/2023	GEN	41306	SONDEE, RACINE, DOREN	AGAVE	101-253-801.000	536.50
03/08/2023	GEN	41307	STATE OF MICHIGAN	CONSTRUCTION STORM WATER RENEWAL - C STUDZIN	101-371-960.000	95.00
03/08/2023	GEN	41308	STATE OF MICHIGAN	CONSTRUCTION STORM WATER RENEWAL - R DERKS	101-371-960.000	95.00
03/08/2023	GEN	41309	TRAVERSE CITY LIGHT & POWER	00104403-7	101-000-084.861	666.74
		41309		00104659-5	101-448-920.005	38.99
						<u>705.73</u>
03/08/2023	GEN	41310	TRAVERSE CITY RECORD EAGLE	ADVERTISING	101-101-901.000	213.50
03/08/2023	GEN	41311	UNITED WAY	UNITED WAY	101-000-238.000	90.00
03/08/2023	GEN	41312	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-227.000	1,500.00
				<b>TOTAL - ALL FUNDS</b>	<b>TOTAL OF 56 CHECKS</b>	<b>76,479.30</b>
--- GL TOTALS ---						
			DUE FROM #861 STREET LIGHTS			4,294.73
			DEFERRED COMP			4,320.00
			AFLAC			436.82
			HSA (FORMERLY FLEX)			1,989.12
			UNITED WAY			270.00
			SUPPLIES			212.47
			POSTAGE			2,132.79
			SUPPLIES - COPIER MAINTENANCE			318.31
			AUDIT AND ACCOUNTING			5,000.00
			CONTRACTED AND OTHER SERVICES			280.75
			PRINTING & PUBLISHING			1,383.55
			ADVERTISING			213.50
			POSTAGE			3,818.90
			PRINTING & PUBLISHING			2,789.75
			EDUCATION - SUPERVISOR			659.89
			SUPPLIES			244.54
			EDUCATION & TRAINING			38.11
			DUES & PUBLICATIONS			20.00
			SUPPLIES			138.20
			LEGAL SERVICES			536.50
			EDUCATION & TRAINING			804.08
			SUPPLIES			10.06
			COMPUTER NETWORK			149.98



Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-265-726.003			SUPPLIES-MAINTANCE			397.40
101-265-850.000			TELEPHONE			1,080.77
101-265-920.601			HEATING / GAS			2,540.45
101-265-920.602			WATER / SEWER			150.28
101-265-935.601			SNOW PLOWING			3,305.00
101-265-935.603			CLEANING SERVICE			1,350.00
101-265-935.604			RUBBISH REMOVAL			245.60
101-371-960.000			EDUCATION & TRAINING			190.00
101-448-920.005			STREET LIGHTS TOWNSHIP			3,999.23
101-747-880.004			COM. PROM. - TC-TALUS			3,000.00
101-806-862.000			GAS & CAR WASHES			132.12
101-851-873.030			INSURANCE - EMPLOYEE HEALTH			22,670.69
101-851-873.040			INSURANCE - EMPLOYEE LIFE			2,029.70
308-000-805.000			CONTRACTED AND OTHER SERVICES			4,830.72
308-000-935.000			MAINTENANCE - MISC, EQUIP			495.29
			<b>TOTAL</b>			<b>76,479.30</b>



Engineering  
Surveying  
Testing &  
Operations

123 West Front Street  
Traverse City, Michigan 49684  
231.946.5874   
231.946.3703 

March 8, 2023

**SUMMARY OF BILLINGS FOR APPROVAL  
FROM GARFIELD TOWNSHIP**

**I. Developer's Escrow Fund**

**A. Storm Water Reviews**

1. Engineering consulting services for storm water plan review. <b>Commercial Mixed Use w/Restaurant, Drive Through and Retain</b> Project# 22235 Invoice No. 2223502	260.00
2. Engineering consulting services for storm water plan review. Escrow No. 214.853 <b>TC Hammond Storage</b> Project# 22250 Invoice No. 2225003	487.50
3. Engineering consulting services for storm water plan review. <b>Machin Properties, LLC, Escrow No. 701-000-214.809</b> Project# 23020 Invoice No. 2302001	765.00
4. Engineering consulting services for storm water plan review. <b>Sunbelt Rentals, Escrow No. 701-000-215.813</b> Project# 23038 Invoice No. 2303801	1,397.50
<b>Total A</b>	<u>2,910.00</u>

**B. Utility Plan Review, Oversight & Closeout**

1. Engineering consulting services for plan review, construction services and Project Turnover <b>Kchii-Noodin Kaamdaaking - II (Windy Hills Phase II)</b> Project# 20037 Invoice No. 2003702	1,200.00
2. Engineering consulting services for plan review, construction services and Project Turnover <b>Oakleaf Village, Phase I Water/Sewer</b> Project# 20321 Invoice No. 2032110	1,625.00
<b>Total B</b>	<u>2,825.00</u>

**Total Developer's Escrow Fund** 5,735.00

**II. General Utilities**

1. Engineering services for flow demand evaluation, coordination, EGLE permit & basis of design <b>Birmley Water Tank Mixer</b> Project# 23029C Invoice No. 23029303	1,133.75
2. Services for flow monitoring, North of Birmley Estates, sound of Hammond Road <b>Sewer System Flow Monitoring</b> Project# 23029C Invoice No. 23029301	564.55
<b>Total Utility Receiving Fund</b>	<u>1,698.30</u>

**III. Park Funds / DNR Trust Fund**

1. Engineering and survey services for design, permitting, bidding, construction services. <b>River East Park Improvements, Phase II</b> Project# 22070 Invoice No. 2207005	1,500.00
2. Engineering and survey services for DNR Trust Fund Application <b>Trail at the Commons</b> Project# 23029C Invoice No. 23029302	165.00
<b>Total Park Funds / DNR Trust Fund</b>	<u>1,665.00</u>

**GRAND TOTAL** \$9,098.30



**Invoice**



Gourdie-Fraser, Inc.  
 123 West Front Street, Suite A  
 Traverse City, MI 49684  
 Phone: 231-946-5874 Ext. 310  
**VISA/MASTERCARD Accepted, Due Upon Receipt**  
 A/R email: melanie@gfa.tc

MR CHUCK KORN  
 CHARTER TWP OF GARFIELD  
 3848 VETERANS DR  
 TRAVERSE CITY, MI 49684

March 08, 2023  
 Project No: 22235  
 Invoice No: 2223502

Re Commercial Mixed Use w/Restaurant, Drive Through and Retail, Storm Water Review, Escrow No.  
 Services Performed: Engineering Services for storm water review including review of plans, computations and specifications for compliance with Ordinance 49. Services includes review, communication with applicant / engineer and correspondence letter of initial review.

Project Location: 3566 North US-31 South Traverse City  
Professional Services from January 15, 2023 to March 4, 2023

**Professional Personnel**

	Hours	Rate	Amount	
Project Engineer II	2.00	130.00	260.00	
Totals	2.00		260.00	
<b>Total Labor</b>				<b>260.00</b>
		<b>Total this Invoice</b>		<b>\$260.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	260.00	983.75	1,243.75
<b>Totals</b>	<b>260.00</b>	<b>983.75</b>	<b>1,243.75</b>



**Invoice**



Gourdie-Fraser, Inc.  
123 West Front Street, Suite A  
Traverse City, MI 49684  
Phone: 231-946-5874 Ext. 310  
VISA/MASTERCARD Accepted, Due Upon Receipt  
A/R email: melanie@gfa.tc

MR CHUCK KORN  
CHARTER TWP OF GARFIELD  
3848 VETERANS DR  
TRAVERSE CITY, MI 49684

March 08, 2023  
Project No: 22250  
Invoice No: 2225003

Re: TC Hammond Storage, Storm Water Review, Escrow No. 214.853  
Services Performed: Engineering Services for storm water review including review of initial and revised plans, computations and specifications for compliance with Ordinance 49. Services includes review, communication with applicant / engineer and correspondence letter with comments on second submittal and final letter of acceptance.

Project Location:

**Professional Services from December 4, 2022 to March 4, 2023**

**Professional Personnel**

	Hours	Rate	Amount
Project Engineer II	3.75	130.00	487.50
Totals	3.75		487.50
<b>Total Labor</b>			<b>487.50</b>
		<b>Total this Invoice</b>	<b>\$487.50</b>

**Billings to Date**

	Current	Prior	Total
Labor	487.50	1,738.75	2,226.25
<b>Totals</b>	<b>487.50</b>	<b>1,738.75</b>	<b>2,226.25</b>

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**Invoice**



**Gourdie-Fraser, Inc.**  
123 West Front Street, Suite A  
Traverse City, MI 49684  
Phone: 231-946-5874 Ext. 310  
VISA/MASTERCARD Accepted, Due Upon Receipt  
A/R email: melanie@gfa.tc

MR CHUCK KORN  
CHARTER TWP OF GARFIELD  
3848 VETERANS DR  
TRAVERSE CITY, MI 49684

March 08, 2023  
Project No: 23020  
Invoice No: 2302001

Re: Machin Properties, LLC - Storm Water Review, Escrow No. 214.809

Services Performed: Engineering Services for storm water review including review of plans, computations and specifications for compliance with Ordinance 49. Services includes review, communication with applicant / engineer and correspondence letter of initial review.

Project Location: 2301 N. Garfield Road, Unit C Addition, Traverse City

**Professional Services from January 15, 2023 to March 4, 2023**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Project Engineer II	2.25	130.00	292.50	
Design Engineer	4.50	105.00	472.50	
Totals	6.75		765.00	
<b>Total Labor</b>				<b>765.00</b>
		<b>Total this Invoice</b>		<b>\$765.00</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	765.00	0.00	765.00
<b>Totals</b>	<b>765.00</b>	<b>0.00</b>	<b>765.00</b>



**Invoice**



Gourdie-Fraser, Inc.  
 123 West Front Street, Suite A  
 Traverse City, MI 49684  
 Phone: 231-946-5874 Ext. 310  
 VISA/MASTERCARD Accepted, Due Upon Receipt  
 A/R email: melanie@gfa.tc

MR CHUCK KORN  
 CHARTER TWP OF GARFIELD  
 3848 VETERANS DR  
 TRAVERSE CITY, MI 49684

March 08, 2023  
 Project No: 23038  
 Invoice No: 2303801

Re: Sunbelt Rentals, Storm Water Review, Escrow No. 701-000-215.813

Services Performed: Engineering Services for storm water review including review of plans, computations and specifications for compliance with Ordinance 49. Services includes review, communication with applicant / engineer and correspondence letter of initial review.

Project Location: Part of Parcel# 05-032-001-02, Oleson's Commerce Drive, Traverse City

**Professional Services from January 15, 2023 to March 4, 2023**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Project Engineer II	10.75	130.00	1,397.50	
Totals	10.75		1,397.50	
<b>Total Labor</b>				<b>1,397.50</b>
		<b>Total this Invoice</b>		<b>\$1,397.50</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	1,397.50	0.00	1,397.50
<b>Totals</b>	<b>1,397.50</b>	<b>0.00</b>	<b>1,397.50</b>



**Invoice**



Gourdie-Fraser, Inc.  
 123 West Front Street, Suite A  
 Traverse City, MI 49684  
 Phone: 231-946-5874, Fax: 231-946-9634  
 VISA/MASTERCARD Accepted, Due Upon Receipt  
 A/R email: melanie@gfa.tc

MR CHUCK KORN  
 CHARTER TWP OF GARFIELD  
 3848 VETERANS DR  
 TRAVERSE CITY, MI 49684

March 08, 2023  
 Project No: 20037  
 Invoice No: 2003702

Re: Kchii-Noodiin Kaamdaakiing - II (Windy Hills Phase II)

Services Performed: Provide plan and permit application review, over-sight inspection and project close out for the water main and sanitary sewer infrastructure to services the development located on Herkner Road.

1. Engineering Review - Meeting with the Windy Hills engineer, plan review and ACT 399 / Part 41 EGLE permit application assistance for pump station, water and sewer extension.
2. Construction observation & oversight - Estimated services for approximately (50 days) of construction oversight (100 hours) and over site of pump station start up. Owner is responsible for providing full time insepction, reports and testing compliant with township specifications.
3. Project Turnover - Review drawing, reports and close out documents and turnover documentation to township.

**Professional Services from January 15, 2023 to March 4, 2023**

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineer Review	8,000.00	35.00	2,800.00	1,600.00	1,200.00
Construction Observation	12,500.00	0.00	0.00	0.00	0.00
Proj. Turnover, Close Out	1,500.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>22,000.00</b>		<b>2,800.00</b>	<b>1,600.00</b>	<b>1,200.00</b>
<b>Total Fee</b>					<b>1,200.00</b>
<b>Total this Invoice</b>					<b>\$1,200.00</b>



**Invoice**

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 Traverse City, MI 49684  
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MR CHUCK KORN  
 CHARTER TWP OF GARFIELD  
 3848 VETERANS DR  
 TRAVERSE CITY, MI 49684

March 08, 2023  
 Project No: 20321  
 Invoice No: 2032110

Re: Oakleaf Village, Phase I Water/ Sewer Extension

**Services Performed:**

A-1 Engineering Review - Plan review and overall capacity evaluation to determine impact to existing water and sewer system and the ability to service. Act 399 Permit assistance for water main extension and Part 41 Permit assistance for sanitary sewer main.

A-2 Construction Observation - Full time water main and sanitary sewer observation, site visits, witness testing and DPW walk through. Developer is responsible to provide record drawings and provide documentation to GFA for review..

A-3 Project Turnover - Review drawing and easements, close out and turnover documentation to township updates to GIS and overall utility maps.

B. Storm water review of plans, computations and specifications for compliance with Ordinance 49. Communication with applicant / engineer and correspondence letter of initial review.

C. Private road review.

**\*Additional Services:**

1. Construction observation \$9,600 as detailed in Escrow letter dated February 16, 2022
2. Construction observation \$1700 as detailed in Escrow letter dated November 3, 2022.

Project Location: N. Long Lake Road, Traverse City

**Professional Services from December 11, 2022 to March 4, 2023**

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
A. UTILITY REVIEW	0.00	0.00	0.00	0.00	0.00
1. Engineer Review	4,500.00	100.00	4,500.00	4,500.00	0.00
2. Construction Observation	28,500.00	100.00	28,500.00	28,500.00	0.00
3. Proj. Turnover, Close Out	2,500.00	100.00	2,500.00	875.00	1,625.00
*1. Add'l Const. Observation	9,600.00	100.00	9,600.00	9,600.00	0.00
*2. Add'l Const. Observation	1,700.00	100.00	1,700.00	1,700.00	0.00

Project	20321	GARFIELD/PLN REV,CO OB,CO/OAKLEAF VIL/GT			Invoice	2032110
		0.00	0.00	0.00	0.00	0.00
B. Storm Water Review		1,800.00	100.00	1,800.00	1,800.00	0.00
C. Private Road Review		500.00	100.00	500.00	500.00	0.00
Total Fee		49,100.00		49,100.00	47,475.00	1,625.00
			<b>Total Fee</b>			<b>1,625.00</b>
				<b>Total this Invoice</b>		<b>\$1,625.00</b>

**Invoice**



Gourdie-Fraser, Inc.  
123 West Front Street, Suite A  
Traverse City, MI 49684  
Phone: 231-946-5874 Ext. 310  
VISA/MASTERCARD Accepted, Due Upon Receipt  
A/R email: melanie@gfa.tc

MR CHUCK KORN  
CHARTER TWP OF GARFIELD  
3848 VETERANS DR  
TRAVERSE CITY, MI 49684

March 08, 2023  
Project No: 23029C  
Invoice No: 23029303

Re: Birmley Water Tank Mixer

Services Performed: Engineering services for flow demand evaluation and coordination with vendor to install mixer. EGLE permit and basis of design and communication with Garfield Township and GT County DPW.

**Professional Services from January 15, 2023 to March 4, 2023**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Director of Engineering	6.00	165.00	990.00	
Project Engineer II	.50	130.00	65.00	
Design Engineer	.75	105.00	78.75	
Totals	7.25		1,133.75	
<b>Total Labor</b>				<b>1,133.75</b>
		<b>Total this Invoice</b>		<b>\$1,133.75</b>



**Invoice**



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123 West Front Street, Suite A  
Traverse City, MI 49684  
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MR CHUCK KORN  
CHARTER TWP OF GARFIELD  
3848 VETERANS DR  
TRAVERSE CITY, MI 49684

March 08, 2023  
Project No: 23029C  
Invoice No: 23029301

Re: Sewer System Flow Monitoring

Services Performed: Services related to flow meter installation and monitoring for the 8" sewer segment north of Birmley Estates that captures sewer flows south of Hammond Road. Monitoring was completed per request of ELGE to demonstrate adequate capacity for future growth. Meter removed and findings submitted to EGLE showing sufficient capacity.

**Professional Services from January 15, 2023 to March 4, 2023**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Operations & Maintenance Technician II	5.50	96.00	528.00	
Totals	5.50		528.00	
<b>Total Labor</b>				<b>528.00</b>

**Reimbursable Expenses**

ACE HARDWARE				
2/6/2023	ACE HARDWARE	BATTERY SPRING TOP LANTERN QTY 2	36.55	
	<b>Total Reimbursables</b>		<b>36.55</b>	<b>36.55</b>
		<b>Total this Invoice</b>		<b>\$564.55</b>

**Invoice**



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 A/R email: melanie@gfa.tc

MR CHUCK KORN  
 CHARTER TWP OF GARFIELD  
 3848 VETERANS DR  
 TRAVERSE CITY, MI 49684

March 08, 2023  
 Project No: 22070  
 Invoice No: 2207005

Re: River East Park Improvements, Phase II

Services Performed: Civil engineering services including design, permitting, bidding, construction oversight and project closeout services to facilitate the completion of the project. Scope of project shall be consistent with the concept drawing and cost estimate as detailed in proposal letter dated March 1, 2022.

Project Location: 2143 North Keystone Road

**Professional Services from August 14, 2022 to March 4, 2023**  
**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Topographic Survey	3,200.00	100.00	3,200.00	3,200.00	0.00
Site Design	12,500.00	100.00	12,500.00	12,500.00	0.00
RFP and Bidding	1,000.00	100.00	1,000.00	1,000.00	0.00
Construction Staking and Layout	1,500.00	100.00	1,500.00	0.00	1,500.00
Const. Observation & Materials Testing	2,500.00	0.00	0.00	0.00	0.00
Construction Admin. and Engineering	3,500.00	60.5714	2,120.00	2,120.00	0.00
<b>Total Fee</b>	<b>24,200.00</b>		<b>20,320.00</b>	<b>18,820.00</b>	<b>1,500.00</b>
		<b>Total Fee</b>			<b>1,500.00</b>
				<b>Total this Invoice</b>	<b>\$1,500.00</b>

**Invoice**



**Gourdie-Fraser, Inc.**  
123 West Front Street, Suite A  
Traverse City, MI 49684  
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MR CHUCK KORN  
CHARTER TWP OF GARFIELD  
3848 VETERANS DR  
TRAVERSE CITY, MI 49684

March 08, 2023  
Project No: 23029C  
Invoice No: 23029302

Re: Parks and Recreation, DNR Trust Fund Application

Services Performed: Attend meeting with staff to review requirements and submission to DNR for trust fund application related to trail at the Commons.

**Professional Services from January 15, 2023 to March 4, 2023**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Director of Engineering	1.00	165.00	165.00	
Totals	1.00		165.00	
<b>Total Labor</b>				<b>165.00</b>
		<b>Total this Invoice</b>		<b>\$165.00</b>



## State of Michigan Revenue Sharing - Constitutional & CVT

Period For	2020	CVT	2020 Total	2021	2021 Adj. for 2020 Census	CVT	2021 Total	2022	2022 Adj. for 2020 Census	CVT	2022 Total	Difference from 2021 to 2022	% Change from 2021 to 2022
Nov - Dec PD Feb	\$ 241,649.00	\$ 9,579.00	\$ 251,228.00	\$ 235,666.00	N/A	\$ 9,579.00	\$ 245,245.00	\$ 286,972.00	N/A	\$ 9,771.00	\$ 296,743.00	\$ 51,498.00	
Jan - Feb PD Apr	\$ 234,720.00	\$ 9,579.00	\$ 244,299.00	\$ 244,580.00	\$ 280,162.00	\$ 9,579.00	\$ 534,321.00	\$ 321,490.00	\$ 154,131.00	\$ 9,771.00	\$ 485,392.00	\$ (48,929.00)	
Mar - Apr PD June	\$ 204,151.00	\$ 9,579.00	\$ 213,730.00	\$ 254,197.00	N/A	\$ 9,579.00	\$ 263,776.00	\$ 341,338.00	N/A	\$ 9,771.00	\$ 351,109.00	\$ 87,333.00	
May - Jun PD Aug	\$ 205,456.00	\$ 14,894.00	\$ 205,456.00	\$ 297,657.00	N/A	\$ 9,582.00	\$ 307,239.00	\$ 374,096.00	N/A	\$ 9,772.00	\$ 383,868.00	\$ 76,629.00	
July - Aug PD Oct	\$ 285,785.00	\$ 9,579.00	\$ 295,364.00	\$ 297,766.00	N/A	\$ 9,771.00	\$ 307,537.00	\$ 389,810.00	N/A	\$ 10,357.00	\$ 400,167.00	\$ 92,630.00	
Sept - Oct PD Dec	\$ 273,177.00	\$ 9,579.00	\$ 282,756.00	\$ 290,586.00	N/A	\$ 9,771.00	\$ 300,357.00	\$ 368,810.00	N/A	\$ 10,357.00	\$ 379,167.00	\$ 78,810.00	
<b>TOTAL</b>	<b>\$ 1,444,938.00</b>	<b>\$ 62,789.00</b>	<b>\$ 1,492,833.00</b>	<b>\$ 1,620,452.00</b>		<b>\$ 57,861.00</b>	<b>\$ 1,958,475.00</b>	<b>\$ 2,082,516.00</b>	<b>\$ 154,131.00</b>	<b>\$ 59,799.00</b>	<b>\$ 2,296,446.00</b>	<b>\$ 337,971.00</b>	<b>17.26%</b>

\$ 1,406,000.00 2022 Township Budgeted (Constitutional \$1,350,000 & CVT \$56,000)  
 \$ 2,296,446.00 2022 Received from State  
 \$ 890,446.00 Difference  
 \$ 2,191,335.00 2023 State Shared Revenue Projected - Updated 2/8/23 (Constitutional \$2,129,191 & CVT \$62,144)

### About Constitutional Revenue Sharing:

In accordance with the State Constitution of 1963, Article IX, Section 10, as amended, constitutional revenue sharing payments are based on 15% of the 4% portion of Michigan's 6% sales tax collections. Distributions are made to all Michigan cities, villages, and townships on a population basis on the last business day of the even numbered months (October, December, February, April, June, and August).

The revenue sharing population is defined by the Glenn Steil State Revenue Sharing Act of 1971, 1971 Public Act 140, as amended (MCL 141.903(1)). For purposes of distributing revenue, population is based on the most recent census adjusted by 50% for any institutional population.

Source: State of Michigan: <https://www.michigan.gov/treasury/local/share/evip/constitutional>



AMENDED AND RESTATED ORDINANCE NO. 18

(PAYMENT IN LIEU OF TAXES)

An Ordinance to provide for a service charge in lieu of taxes for housing projects for low-income persons and families financed with a federally-aided or Authority-aided Mortgage Loan or an advance or grant from the Authority pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq* (the "Act")).

**THE CHARTER TOWNSHIP OF GARFIELD ORDAINS:**

**Section 1.** This Ordinance shall be known and cited as the "Charter Township of Garfield Tax Exemption Ordinance."

**Section 2. Preamble.**

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The Charter Township of Garfield is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons and families of low income and low income is a public necessity, and as the Township will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* property taxes during the periods contemplated in this Ordinance are essential to the determination of economic feasibility of housing projects that are constructed or rehabilitated with financing extended in reliance of such tax exemption.

**Section 3. Definitions.**

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
- C. Contract Rents means the total Contract Rents (as defined by the US Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the US Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.

**CHARTER TOWNSHIP OF GARFIELD**

**AMENDED AND RESTATED ORDINANCE NO. 18**

**(PAYMENT IN LIEU OF TAXES)**

- D.** Low Income Persons and Families means persons and families eligible to move into a housing project.
- E.** Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority, for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- F.** Sponsor means any persons or entities that receive or assume a Mortgage Loan.
- G.** Utilities means charges for gas, electric, water, sanitary sewer or other utilities furnished to the occupants that are paid by a housing project.

**Section 4. Class of Housing Projects.**

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan.

**Section 5. Property Tax Exemption.**

Housing projects which qualify under Section 4 above may be granted the tax exemption provided in Subsection (1) of Section 15(a) of the Act (Section 125.1415(a)), provided the Sponsor of a housing project has complied with the Act, is current with all taxes and assessments on the subject property, and submits an audited financial statement for each previous calendar year with the Township Assessor by August 1st, annually.

**Section 6. Establishment of Annual Service Charge.**

Housing projects within the eligible Class set forth in Section 4 above and the property on which they are or will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The Township acknowledges that the Sponsor and the Authority, in the case of a Sponsor receiving an Authority-financed Mortgage Loan, or the Sponsor and the mortgage lender, in the case of a Sponsor receiving a Federally-aided Mortgage Loan, have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing projects for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, the Township will accept payment of an annual service charge for the public services in lieu of all *ad valorem* property taxes. The annual service charge shall be equal to a percentage of the Annual Shelter Rents or Contract Rents actually collected by the housing project during each operating year, as established by a Resolution adopted by the Township Board.

**CHARTER TOWNSHIP OF GARFIELD**

**AMENDED AND RESTATED ORDINANCE NO. 18**

**(PAYMENT IN LIEU OF TAXES)**

The service charge in lieu of property taxes shall be paid by the Sponsor as follows:

- (1) Housing projects approved for tax exemption under this Ordinance shall pay a service charge in the amount equal to ten (10) percent of annual shelter rent, except as provided in Subparagraph 2, below.
- (2) Housing projects approved for tax exemption under this Ordinance may request a lower service charge, which the Township may set as part of its Resolution of Approval provided for in Section 6. Projects previously approved under this Ordinance may also request a requalification of the service charge. The granting of requalification requests shall require the approval of the Township Board and would be effective the subsequent tax year.
  - (a) Housing projects requesting a lower service charge may enter into a Municipal Services Agreement (hereinafter referred to as "MSA") with the Township. The MSA is intended to cover the additional costs for Police and Fire Protection due to the development of the housing project and the additional occupants now requiring such protection. The suggested MSA calculation follows:
    - (1) The initial market value of the property will be established between the Sponsor and the Township. The market value shall be used to determine the initial Assessed and Taxable Values (at 50% of the agreed upon market value) and shall become the basis of the MSA calculation. For each subsequent year, the previous year Taxable Value shall be increased by the CPI as determined annually by the State Tax Commission in accordance with Proposal A of 1994, as amended; and
    - (2) An annual millage rate of 5 applied to the Taxable Value, as calculated above, shall be the MSA Payment, for the duration of the exemption; and
    - (3) The MSA payment shall be made by April 1st each year.
  - (b) Once the MSA is signed by the Sponsor and the Township, the Sponsor understands this removes their right to appeal any subsequent year Assessed or Taxable value to the Michigan Tax Tribunal. Filing such an appeal shall cause the Township to begin action to revoke the exemption.
- (3) Housing projects provided with rent assistance under Section 8 Program of the US Housing Act of 1937, as amended by the Housing and Community Development Act of 1974, as amended, shall pay a service charge in the amount equal to four (4) percent of the shelter rents of the preceding calendar year, exclusive of any charges for gas, electricity, heat, or other utilities furnished to the occupants.



**CHARTER TOWNSHIP OF GARFIELD**

**AMENDED AND RESTATED ORDINANCE NO. 18**

**(PAYMENT IN LIEU OF TAXES)**

**Section 6. Resolution; Contractual Effect.**

A Resolution of the Township Board granting tax exempt status and establishing the annual service charge, as provided in this Ordinance, shall be adopted for each housing project qualified under the terms and provisions of this Ordinance. Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, in the case of a housing project receiving an Authority-financed Mortgage Loan, a contract between the Township and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, will be effectuated upon adoption of such a Resolution by the Township Board.

**Section 7. Limitation on the Payment of Annual Service Charge.**

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of a housing project that is tax-exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

**Section 8. Payment of Service Charge.**

The annual service charge in lieu of taxes as determined under this Ordinance or the Resolution shall be payable in the same manner as general property taxes are payable to the Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before April 1<sup>st</sup> of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

**Section 9. Application Fee.**

Applicant shall pay an application fee at the time of the initial request for a Payment In Lieu of Taxes, as approved annually by the Township Board in their Schedule of Fees. At its discretion, the Township Board may consider deferring or waiving the application fee.

**Section 10. Duration.**

The tax-exempt status of a housing project approved for such status by Resolution of the Township Board shall remain in effect for:

- A. and shall not terminate so long as a Mortgage Loan for such housing project remains outstanding and unpaid;



**CHARTER TOWNSHIP OF GARFIELD**

**AMENDED AND RESTATED ORDINANCE NO. 18**

**(PAYMENT IN LIEU OF TAXES)**

- B. such period of time as the MSHDA extends the Qualified Project period pursuant to a Low-Income Housing Tax Credit award; or
- C. fifty years, whichever is less.

**Section 11. Severability.**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision declared to be unconstitutional or invalid.

**Section 12. Inconsistent Ordinances.**

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

**Section 13. Effective Date.**

This Ordinance shall become effective after publication.

DRAFT

**CHARTER TOWNSHIP OF GARFIELD**

**AMENDED AND RESTATED ORDINANCE NO. 18**

**(PAYMENT IN LIEU OF TAXES)**

The following voted:

Yeas:

Nays:

Abstain:

Absent:

**CERTIFICATION**

I hereby certify that the foregoing was duly adopted by the Township Board of the Garfield Charter Township, Grand Traverse County, Michigan, at its regular meeting on the \_\_\_\_th day of \_\_\_\_\_, 2023 and that members of the Township Board were present and voted for the adoption of the Ordinance.

\_\_\_\_\_  
Lanie McManus, Township Clerk  
Charter Township of Garfield

Introduced:

Adopted:

Published:

Effective:



Engineering  
Surveying  
Testing &  
Operations

123 West Front Street  
Traverse City, Michigan 49684  
231.946.5874   
231.946.3703 

March 7, 2023

Charter Township of Garfield  
Attn: Chuck Korn  
2848 Veterans Drive  
Traverse City, MI 49684

RE: Oakleaf Village Water and Sewer Extension  
GFA #20321  
Close-out & Turnover

Dear Chuck:

The project for Oakleaf Village Water and Sewer Extension has been completed. Enclosed please find copies of the following items submitted by the contractor in compliance with the contract documents:

1. One-Year Maintenance Bond
2. Letter of Guarantee
3. Affidavit of Completion/Consent of Surety
4. Bill of Sale
5. Grant of Easement

The Record Drawings and reports are completed and both paper and USB copies will be delivered to the Grand Traverse County Department of Public Works.

GFA has provided construction oversight on this project and hereby verifies to the best of our knowledge, the contractor has installed the facilities according to the approved plans and specifications. Based on this information, we recommend that the Township accept the facilities.

If you have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,  
Gourdie-Fraser, Inc.

Jennifer Graham (Hodges), P.E.  
Director of Engineering

Enclosures

cc: John Divozzo, Grand Traverse County DPW

AFFIDAVIT OF COMPLETION

510288

Elmer's Crane and Dozer, Inc.

Name of Contractor

P.O. Box 6150, Traverse City, Michigan 49696 - 6150

Address of Contractor

being duly sworn, deposes and says that they entered into a contract with:

Wallick Construction on the 29th day of September, 2021

for the Oakleaf Village Sanitary Sewer & Water System Project.

Contractor further says that the said contract has been completed and all indebtedness incurred by him to subcontractors, suppliers, and laborers in their employ has been paid in full.


Contractor further says that there are no outstanding or pending claims, liens or actions in law involving this contract.


Contractor further says this affidavit is furnished as an inducement to the Owner to confirm

Final Payment / Release Retainage on said contract.

WITNESSES:

SIGNED: Elmer's Crane and Dozer, Inc.

  
Julia Morse

  
Nick Broad

Subscribed and sworn to before me this

24th day of January, 2023

My commission expires: 2/4/2029

  
Marynell Ripmaster, Notary Public

**MAINTENANCE BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**  
Elmer's Crane and Dozer, Inc  
3600 Rennie School Road  
Traverse City, MI 49685

**SURETY (Name and Address of Principal Place of Business):**  
The Cincinnati Insurance Company  
6200 S Gilmore Road  
Fairfield, OH 45014

**OWNER (Name and Address):**  
Charter Township of Garfield  
3848 Veterans Drive  
Traverse City, MI 49684

**CONTRACT**

**Date:** September 17, 2021  
**Amount:** \$295,500.00

**Project Description (Name and Location):** Oakleaf Village of Garfield Township  
Water & Sewer Utilities

**BOND**

**Date (1 year from date of Acceptance by the Municipality):** October 28, 2022  
**Amount:** \$295,500.00  
**Bond Number:** B3281464

Surety and Contractor, intending to be legally bound hereby, subject to the following terms, to each cause this Maintenance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**KNOW ALL MEN BY THESE PRESENTS,**  
That we, Elmer's Crane and Dozer, Inc

entered into a Contract with said Obligee for       
Oakleaf Village of Garfield Township-Water and Sewer Utilities

The Cincinnati Insurance Company  
as **Principal**, (hereinafter called **Principal**), and  
as **Surety** (hereinafter called  
**Surety**), are held and firmly bound into       
Charter Township of Garfield

in accordance with the General Conditions, the Drawings and Specifications, which Contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract..

as Obligee (hereinafter called **Obligee**), in the  
penal sum of Two Hundred Ninety Five Thousand Five Hundred and no/100-  
Dollars \$ 295,500.00 for the  
payment whereof **Principal** and **Surety** bind  
themselves, their heirs, executors,  
administrators, successors, and assigns, jointly  
and severally, firmly by these presents

NOW, THEREFORE, the condition of this obligation is such that, if said **Principal** shall maintain and remedy any defects due to faulty materials or workmanship, and pay for any damage to other Work resulting therefrom, and additional expense which shall appear within a period of one year(s) from the date of acceptance by the municipality of the Work provided for in the Contract, then this obligation

WHEREAS, said **Principal** has by written Agreement, dated September 17, 2021

to be void; otherwise to remain in full force and effect.


PROVIDED, HOWEVER, that said Oblige shall give Principal and Surety notice of observed defects with reasonable promptness.

Signed and sealed this 28th day of October, 2022

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)  
Elmer's Crane and Dozer, Inc

SURETY  
Company: (Corp. Seal)  
The Cincinnati Insurance Company

Signature: 

Signature: 

Name and Title: Nicholas L. Brady, Project Manager

Name and Title: Robert G. Chapman, attorney-in-fact  
**(Attach Power of Attorney)**

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Substantial Completion. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Robert G. Chapman; David G. Chapman; Nathan G. Chapman; Marcia J. Miller,  
Cloyd W. Barnes; Curtis M. Peterson; Ryan Peterson and/or Nicole Andries

of Lansing, Michigan

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to  
Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Ventre*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public - State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 28th day of October, 2022



*Ed H.*

## ONE YEAR WARRANTY

October 28, 2022

Wallick Construction, LLC

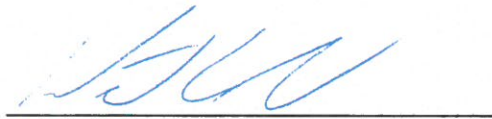
Project: Oakleaf Village

Elmer's Crane and Dozer, Inc. will replace or repair any defect in material or workmanship provided and/or installed by us in connection with the project named above.

This warranty is valid one year from the date of substantial completion. The substantial completion date is October 28, 2022, making this warranty in effect until October 28, 2023.

We will not warranty workmanship defects caused by improper installation of materials provided by us and installed by others. However, if such materials are found to be faulty we will repair or replace the materials themselves.

Elmer's Crane and Dozer, Inc. will not be responsible for damage caused by any other type of natural disaster



Nick Broad

Project Manager

10/28/2022





DocId:8382345

Tx:4234600

2023R-01746  
STATE OF MICHIGAN  
GRAND TRAVERSE COUNTY  
RECORDED 02/15/2023 11:59:53 AM  
PEGGY HAINES REGISTER OF DEEDS  
PAGE 1 OF 12

E  
12

**GRANT OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: that, **OAKLEAF VILLAGE OF TRAVERSE CITY, LLC**, an Ohio limited liability company (Grantor), whose address is c/o Wallick Communities, 160 West Main Street, Suite 200, New Albany, Ohio 43054, for and in consideration of One Dollar and 00/100 cents (\$1.00) grants and conveys to **GARFIELD TOWNSHIP**, whose address is 3848 Veterans Drive, Traverse City, MI 49684 (Grantee), and the successors and assigns of Grantee, a non-exclusive easement for the purposes of laying constructing, maintaining, operating, repairing, substituting, removing, enlarging, inspecting and replacing public and private utilities through, along and across the following described property:

Land situated in the Township of Garfield, County of Grand Traverse and State of Michigan, described as follows:

**20' WIDE SANITARY SEWER EASEMENT**

A 20' wide easement for the installation and maintenance of a sanitary sewer and appurtenance in part of the Northeast 1/4 of Section 18, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, said Easement being part of Tax Parcel #05-018-013-30, which is more fully described as;

Legal Description: See Exhibit A, attached and incorporated hereto.

**20' WIDE WATER MAIN EASEMENT**

A 20' wide easement for the installation and maintenance of a water main line and appurtenance in part of the Northeast 1/4 of Section 18, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, said Easement being part of Tax Parcel #05-018-013-30, which is more fully described as;

Legal Description: See Exhibit B, attached and incorporated hereto.

Subject of other easements or restrictions, if any.

Together with the right of ingress and egress to, from and over said lands, and subject to other easements or restrictions, if any.

The Grantee shall replace and restore the property to the condition in which it is found whenever any construction or maintenance occurs within the easement area. Grantee shall not be responsible for replacing any trees or vegetation in the easement area that are disturbed as a result of construction or maintenance. Grantors agree that no buildings or other structures will be placed within the boundaries of said easement, and Grantor shall not plant any trees or vegetation in the easement that interfere with Grantees rights under this easement. Grantee shall have the right to remove any buildings, fences, structures, trees or vegetation placed within the easement and Grantor shall be responsible for the cost of such removal.

This easement and associated rights and restrictions are granted in perpetuity.

Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so, and shall include the heirs, successors and assigns of the parties hereto.

The word "easement", as used herein, shall be deemed to be plural when required to be so.

The rights, obligations and restrictions under this Grant of Easement shall run with the land of Grantors and shall be binding on the successors and assigns of Grantors.

*[Signatures on the Next Page.]*

**GRANT OF EASEMENT**

Dated this 20 day of January, 2023.

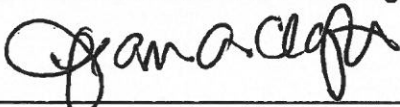
**OAKLEAF VILLAGE OF TRAVERSE CITY, LLC,**  
an Ohio limited liability company

By: JHT Wallick Holdings, LLC,  
an Ohio limited liability company,  
its sole member

By:   
Michael A. DiCarlantonio, Vice President

STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a Notary Public, in and for said county and state, this January 20, 2023 by Michael A. DiCarlantonio, the Vice President of JHT Wallick Holdings, LLC, an Ohio limited liability company, the sole member of Oakleaf Village of Traverse City, LLC, an Ohio limited liability company, on behalf of said limited liability company. This is an acknowledgment clause; no oath or affirmation was administered to the signer.

  
Notary Public



Jean A. Clayton  
Notary Public, State of Ohio  
My Commission Expires:  
06/19/2026

Drafted by and when recorded return to:  
Dinsmore & Shohl LLP  
191 West Nationwide Blvd., Suite 300  
Columbus, Ohio 43215  
Attention: Jodi S. Diewald, Esq.

**GRANT OF EASEMENT**

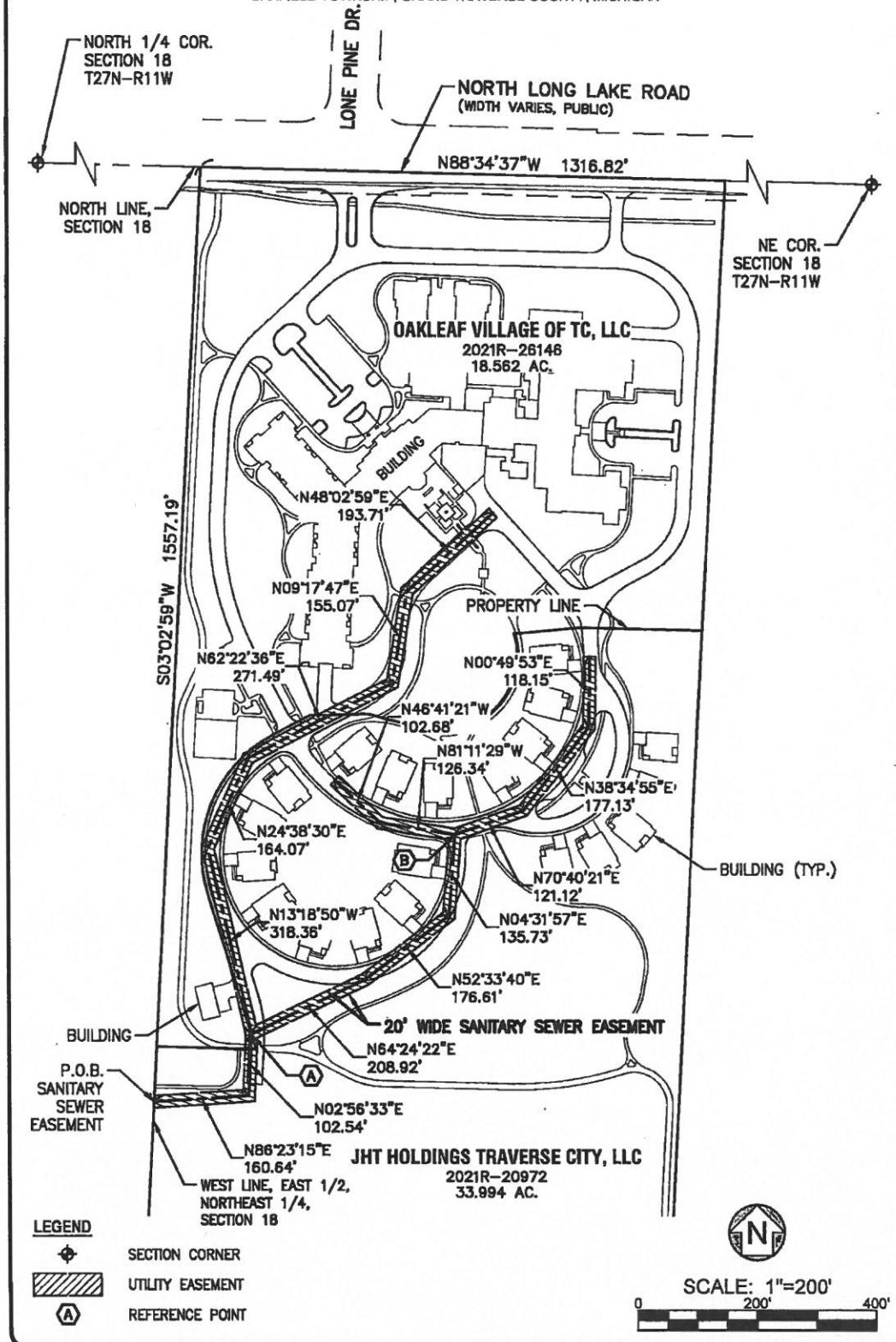
**Exhibit A**

**LEGAL DESCRIPTION OF THE 20' WIDE SANITARY SEWER EASEMENT**

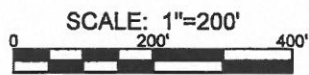
**Attached.**

# SANITARY SEWER EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN



- LEGEND**
- SECTION CORNER
  - UTILITY EASEMENT
  - REFERENCE POINT



Prepared For:  
\* WALLICK COMMUNITIES

SHEET 1 of 2

Job: 20402004  
Date: 01/19/2023  
Scale: AS NOTED  
Drawn: JWU  
Chk'd.: MTM  
Rev'd.:

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# SANITARY SEWER EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

## 20-FOOT WIDE SANITARY SEWER EASEMENT

A 20-FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER FACILITIES OVER/UNDER AND ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, HAVING A CENTERLINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 88°34'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1316.82 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST 1/4 OF SECTION 18; THENCE SOUTH 03°02'59" WEST ALONG SAID WEST LINE A DISTANCE OF 1557.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°23'15" EAST A DISTANCE OF 160.64 FEET; THENCE NORTH 02°56'33" EAST A DISTANCE OF 102.54 FEET TO REFERENCE POINT 'A'; THENCE NORTH 64°24'22" EAST A DISTANCE OF 208.92 FEET; THENCE NORTH 52°33'40" EAST A DISTANCE OF 176.61 FEET; THENCE NORTH 04°31'57" EAST A DISTANCE OF 135.73 FEET TO REFERENCE POINT 'B'; THENCE NORTH 70°40'21" EAST A DISTANCE OF 121.12 FEET; THENCE NORTH 38°34'55" EAST A DISTANCE OF 177.13 FEET; THENCE NORTH 00°49'53" EAST A DISTANCE OF 118.15 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'A'; THENCE NORTH 13°18'50" WEST A DISTANCE OF 318.38 FEET; THENCE NORTH 24°38'30" EAST A DISTANCE OF 164.07 FEET; THENCE NORTH 62°22'38" EAST A DISTANCE OF 271.49 FEET; THENCE NORTH 09°17'47" EAST A DISTANCE OF 155.07 FEET; THENCE NORTH 48°02'59" EAST A DISTANCE OF 193.71 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'B'; THENCE NORTH 81°11'29" WEST A DISTANCE OF 126.34 FEET; THENCE NORTH 46°41'21" WEST A DISTANCE OF 102.68 FEET TO THE POINT OF ENDING.

Prepared For:

WALLICK COMMUNITIES

SHEET 2 of 2

Job: 20402004  
Date: 01/19/2023  
Scale: AS NOTED  
Drawn: JWU  
Chk'd.: MTM  
Rev'd.:



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**GRANT OF EASEMENT**

**Exhibit B**

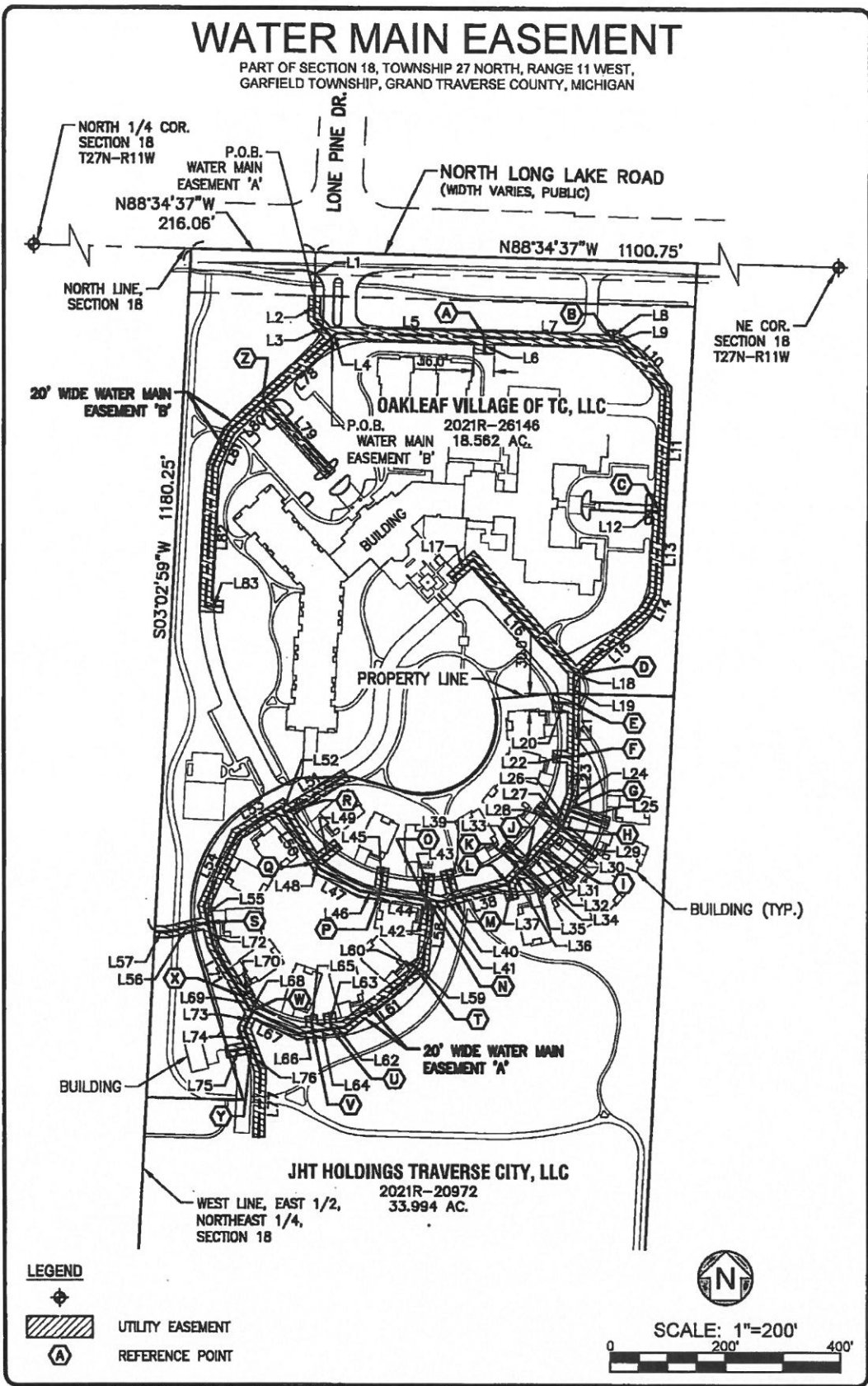
**LEGAL DESCRIPTION OF THE 20' WIDE WATER MAIN EASEMENT**

Attached.



# WATER MAIN EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

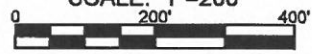


**LEGEND**

- UTILITY EASEMENT
- REFERENCE POINT



SCALE: 1"=200'



Prepared For:  
**WALLICK COMMUNITIES**

SHEET 1 of 5

Job: 20402004  
Date: 01/18/2023  
Scale: AS NOTED  
Drawn: JWW  
Chk'd.: MTM  
Rev'd.:

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# WATER MAIN EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S01°25'23"W	75.00'
L2	S01°25'23"W	38.27'
L3	S42°28'14"E	45.44'
L4	N47°32'09"E	11.56'
L5	S88°34'37"E	254.66'
L6	S01°25'23"W	28.00'
L7	S88°34'37"E	224.93'
L8	N01°25'23"E	18.00'
L9	S88°34'37"E	13.59'
L10	S42°45'51"E	114.09'
L11	S03°02'55"W	210.21'
L12	N86°57'05"W	23.00'
L13	S03°02'55"W	144.32'
L14	S28°51'31"W	30.25'
L15	S48°02'32"W	165.57'
L16	N41°57'28"W	266.91'
L17	S48°02'32"W	50.00'
L18	S48°02'32"W	4.83'
L19	S00°49'53"W	47.23'
L20	N89°10'07"W	36.00'
L21	S00°49'53"W	91.27'
L22	N89°10'07"W	34.00'
L23	S00°49'53"W	67.35'
L24	S17°57'52"W	25.16'
L25	S72°02'08"E	75.60'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L26	S17°57'52"W	28.15'
L27	S42°59'16"W	5.82'
L28	N47°00'44"W	54.50'
L29	S50°06'21"E	79.00'
L30	S42°59'16"W	51.22'
L31	S47°00'44"E	80.00'
L32	S42°59'16"W	37.06'
L33	N47°00'44"W	50.50'
L34	S42°59'16"W	12.20'
L35	S47°00'44"E	60.50'
L36	S42°59'16"W	32.83'
L37	S15°19'41"E	28.00'
L38	S74°40'19"W	98.03'
L39	N15°19'41"W	50.00'
L40	S74°40'19"W	22.24'
L41	N82°48'12"W	22.52'
L42	N82°48'12"W	5.62'
L43	N07°09'59"E	45.00'
L44	N82°48'12"W	78.72'
L45	N07°09'59"E	45.00'
L46	N82°48'12"W	33.62'
L47	N61°18'13"W	80.46'
L48	N31°36'30"W	13.77'
L49	N51°10'05"E	50.00'
L50	N31°36'30"W	100.29'

Prepared For:

WALLICK COMMUNITIES

SHEET 2 of 5

Job: 20402004  
Date: 01/19/2023  
Scale: AS NOTED  
Drawn: JWU  
Chk'd.: MTM  
Rev'd.:



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# WATER MAIN EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

LINE TABLE		
LINE NO.	BEARING	LENGTH
L51	N58°23'30"E	125.00'
L52	N31°36'30"W	12.16'
L53	S58°23'30"W	90.00'
L54	S24°38'30"W	138.19'
L55	S13°18'50"E	28.98'
L56	S76°41'10"W	73.67'
L57	N88°34'56"W	19.83'
L58	S05°01'20"W	116.97'
L59	S52°33'40"W	10.00'
L60	N37°26'20"W	18.00'
L61	S52°33'40"W	160.02'
L62	S81°55'06"W	22.70'
L63	N08°04'54"W	27.00'
L64	S81°55'06"W	32.08'
L65	N08°04'54"W	27.00'
L66	S81°55'06"W	25.99'
L67	N63°32'49"W	87.68'
L68	N63°32'49"W	6.25'
L69	N29°47'49"W	25.61'
L70	N60°12'11"E	19.00'
L71	N29°47'49"W	100.37'
L72	N13°18'50"W	41.11'
L73	S26°27'11"W	33.94'
L74	S21°03'59"E	34.12'
L75	S78°35'49"W	44.00'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L76	S21°03'59"E	43.67'
L77	S01°25'57"W	115.00'
L78	S47°32'09"W	161.85'
L79	S42°28'14"E	173.00'
L80	S47°32'09"W	79.07'
L81	S25°02'09"W	66.78'
L82	S03°02'59"W	240.83'
L83	S86°57'01"E	30.00'

Prepared For:

WALLICK COMMUNITIES

SHEET 3 of 5

Job: 20402004  
Date: 01/19/2023  
Scale: AS NOTED  
Drawn: JWU  
Chk'd.: MTM  
Rev'd.:



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# WATER MAIN EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

## 20-FOOT WIDE WATER MAIN EASEMENT

A 20-FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER MAIN AND ASSOCIATED APPURTENANCES OVER/UNDER AND ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, HAVING A CENTERLINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 88°34'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1100.75 FEET; THENCE SOUTH 01°25'23" WEST A DISTANCE OF 75.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NORTH LONG LAKE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°25'23" WEST A DISTANCE OF 38.27 FEET; THENCE SOUTH 42°28'14" EAST A DISTANCE OF 45.44 FEET; THENCE NORTH 47°32'09" EAST A DISTANCE OF 11.56 FEET; THENCE SOUTH 88°34'37" EAST A DISTANCE OF 254.66 FEET TO REFERENCE POINT 'A'; THENCE CONTINUING SOUTH 88°34'37" EAST A DISTANCE OF 224.93 FEET TO REFERENCE POINT 'B'; THENCE CONTINUING SOUTH 88°34'37" EAST A DISTANCE OF 13.59 FEET; THENCE SOUTH 42°45'51" EAST A DISTANCE OF 114.09 FEET; THENCE SOUTH 03°02'55" WEST A DISTANCE OF 210.21 FEET TO REFERENCE POINT 'C'; THENCE CONTINUING SOUTH 03°02'55" WEST A DISTANCE OF 144.32 FEET; THENCE SOUTH 28°51'31" WEST A DISTANCE OF 30.25 FEET; THENCE SOUTH 48°02'32" WEST A DISTANCE OF 165.57 FEET TO REFERENCE POINT 'D'; THENCE CONTINUING SOUTH 48°02'32" WEST A DISTANCE OF 4.83 FEET; THENCE SOUTH 00°49'53" WEST A DISTANCE OF 47.23 FEET TO REFERENCE POINT 'E'; THENCE CONTINUING SOUTH 00°49'53" WEST A DISTANCE OF 91.27 FEET TO REFERENCE POINT 'F'; THENCE CONTINUING SOUTH 00°49'53" WEST A DISTANCE OF 87.35 FEET; THENCE SOUTH 17°57'52" WEST A DISTANCE OF 25.18 FEET TO REFERENCE POINT 'G'; THENCE CONTINUING SOUTH 17°57'52" WEST A DISTANCE OF 28.15 FEET; THENCE SOUTH 42°59'16" WEST A DISTANCE OF 5.82 FEET TO REFERENCE POINT 'H'; THENCE CONTINUING SOUTH 42°59'16" WEST A DISTANCE OF 51.22 FEET TO REFERENCE POINT 'I'; THENCE CONTINUING SOUTH 42°59'16" WEST A DISTANCE OF 37.06 FEET TO REFERENCE POINT 'J'; THENCE CONTINUING SOUTH 42°59'16" WEST A DISTANCE OF 12.20 FEET TO REFERENCE POINT 'K'; THENCE CONTINUING SOUTH 42°59'16" WEST A DISTANCE OF 32.83 FEET TO REFERENCE POINT 'L'; THENCE SOUTH 74°40'19" WEST A DISTANCE OF 98.03 FEET TO REFERENCE POINT 'M'; THENCE CONTINUING SOUTH 74°40'19" WEST A DISTANCE OF 22.24 FEET; THENCE NORTH 82°48'12" WEST A DISTANCE OF 22.52 FEET TO REFERENCE POINT 'N'; THENCE CONTINUING NORTH 82°48'12" WEST A DISTANCE OF 5.62 FEET TO REFERENCE POINT 'O'; THENCE CONTINUING NORTH 82°48'12" WEST A DISTANCE OF 78.72 FEET TO REFERENCE POINT 'P'; THENCE CONTINUING NORTH 82°48'12" WEST A DISTANCE OF 33.62 FEET; THENCE NORTH 61°18'13" WEST A DISTANCE OF 80.46 FEET; THENCE NORTH 31°36'30" WEST A DISTANCE OF 13.77 FEET TO REFERENCE POINT 'Q'; THENCE CONTINUING NORTH 31°36'30" WEST A DISTANCE OF 100.29 FEET TO REFERENCE POINT 'R'; THENCE CONTINUING NORTH 31°36'30" WEST A DISTANCE OF 12.16 FEET; THENCE SOUTH 58°23'30" WEST A DISTANCE OF 90.00 FEET; THENCE SOUTH 24°38'30" WEST A DISTANCE OF 138.19 FEET; THENCE SOUTH 13°18'50" EAST A DISTANCE OF 28.98 FEET TO REFERENCE POINT 'S'; THENCE SOUTH 76°41'10" WEST A DISTANCE OF 73.67 FEET; THENCE NORTH 88°34'56" WEST A DISTANCE OF 19.83 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST 1/4 OF SECTION 18 AND THE POINT OF ENDING.

ALSO A 36-FOOT WIDE EASEMENT FOR WATER MAIN HAVING A CENTERLINE DESCRIBED AS: BEGINNING AT SAID REFERENCE POINT 'A'; THENCE SOUTH 01°25'23" WEST A DISTANCE OF 28.00 FEET TO THE POINT OF ENDING.

ALSO A 20-FOOT WIDE EASEMENT FOR WATER MAIN HAVING A CENTERLINE DESCRIBED AS: BEGINNING AT SAID REFERENCE POINT 'B'; THENCE NORTH 01°25'23" EAST A DISTANCE OF 18.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'C'; THENCE NORTH 86°57'05" WEST A DISTANCE OF 23.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'D'; THENCE NORTH 41°57'28" WEST A DISTANCE OF 266.91 FEET; THENCE SOUTH 48°02'32" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF ENDING.

ALSO A 30-FOOT WIDE EASEMENT FOR WATER MAIN HAVING A CENTERLINE DESCRIBED AS BEGINNING AT SAID REFERENCE POINT 'E'; THENCE NORTH 89°10'07" WEST A DISTANCE OF 36.00 FEET TO THE POINT OF ENDING.

ALSO A 20-FOOT WIDE EASEMENT FOR WATER MAIN HAVING A CENTERLINE DESCRIBED AS, BEGINNING AT SAID REFERENCE POINT 'F'; THENCE NORTH 89°10'07" WEST A DISTANCE OF 34.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'G'; THENCE SOUTH 72°02'08" EAST A DISTANCE OF 75.60 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'H'; THENCE NORTH 47°00'44" WEST A DISTANCE OF 54.50 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'I'; THENCE SOUTH 50°06'21" EAST A DISTANCE OF 79.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'J'; THENCE SOUTH 47°00'44" EAST A DISTANCE OF 80.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'K'; THENCE NORTH 47°00'44" WEST A DISTANCE OF 50.50 FEET TO THE POINT OF ENDING.

Prepared For:

WALLICK COMMUNITIES

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Job: 20402004  
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Drawn: JWJ  
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# WATER MAIN EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

## 20-FOOT WIDE WATER MAIN EASEMENT 'A' (CONTINUED)

ALSO, BEGINNING AT SAID REFERENCE POINT 'K'; THENCE SOUTH 47°00'44" EAST A DISTANCE OF 60.50 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'L'; THENCE SOUTH 15°19'41" EAST A DISTANCE OF 28.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'M'; THENCE NORTH 15°19'41" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'N'; THENCE SOUTH 05°01'20" WEST A DISTANCE OF 116.97 FEET; THENCE SOUTH 52°33'40" WEST A DISTANCE OF 10.00 FEET TO REFERENCE POINT 'T'; THENCE CONTINUING SOUTH 52°33'40" WEST A DISTANCE OF 160.02 FEET; THENCE SOUTH 81°55'06" WEST A DISTANCE OF 22.70 FEET TO REFERENCE POINT 'U'; THENCE CONTINUING SOUTH 81°55'06" WEST A DISTANCE OF 32.08 FEET TO REFERENCE POINT 'V'; THENCE CONTINUING SOUTH 81°55'06" WEST A DISTANCE OF 25.99 FEET; THENCE NORTH 63°32'49" WEST A DISTANCE OF 87.68 FEET TO REFERENCE POINT 'W'; THENCE CONTINUING NORTH 63°32'49" WEST A DISTANCE OF 6.25 FEET; THENCE NORTH 29°47'49" WEST A DISTANCE OF 25.61 FEET TO REFERENCE POINT 'X'; THENCE CONTINUING NORTH 29°47'49" WEST A DISTANCE OF 100.37 FEET; THENCE NORTH 13°18'50" WEST A DISTANCE OF 41.11 FEET TO SAID REFERENCE POINT 'S' AND THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'O'; THENCE NORTH 07°09'59" EAST A DISTANCE OF 45.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'P'; THENCE NORTH 07°09'59" EAST A DISTANCE OF 45.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'Q'; THENCE NORTH 51°10'05"E EAST A DISTANCE OF 50.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'R'; THENCE NORTH 58°23'30" EAST A DISTANCE OF 125.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'T'; THENCE NORTH 37°26'20" WEST A DISTANCE OF 18.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'U'; THENCE NORTH 08°04'54" WEST A DISTANCE OF 27.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'V'; THENCE NORTH 08°04'54" WEST A DISTANCE OF 27.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'W'; THENCE SOUTH 26°27'11" WEST A DISTANCE OF 33.94 FEET; THENCE SOUTH 21°03'59" EAST A DISTANCE OF 34.12 FEET TO REFERENCE POINT 'Y'; THENCE CONTINUING SOUTH 21°03'59" EAST A DISTANCE OF 43.67 FEET; THENCE SOUTH 01°25'57" WEST A DISTANCE OF 115.00 TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'X'; THENCE NORTH 60°12'11" EAST A DISTANCE OF 19.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'Y'; THENCE SOUTH 78°35'49" WEST A DISTANCE OF 44.00 FEET TO THE POINT OF ENDING.

## 20-FOOT WIDE WATER MAIN EASEMENT 'B'

A 20-FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER MAIN AND ASSOCIATED APPURTENANCES OVER/UNDER AND ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, HAVING A CENTERLINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 88°34'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1100.75 FEET; THENCE SOUTH 01°25'23" WEST A DISTANCE OF 75.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NORTH LONG LAKE ROAD; THENCE CONTINUING SOUTH 01°25'23" WEST A DISTANCE OF 38.27 FEET; THENCE SOUTH 42°28'14" EAST A DISTANCE OF 45.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°32'09" WEST A DISTANCE OF 161.85 FEET TO REFERENCE POINT 'Z'; THENCE CONTINUING SOUTH 47°32'09" WEST A DISTANCE OF 79.07 FEET; THENCE SOUTH 25°02'09" WEST A DISTANCE OF 66.78 FEET; THENCE SOUTH 03°02'59" WEST A DISTANCE OF 240.83 FEET; THENCE SOUTH 86°57'01" EAST A DISTANCE OF 30.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'Z'; THENCE SOUTH 42°28'14" EAST A DISTANCE OF 173.00 FEET TO THE POINT OF ENDING.

Prepared For:

WALLICK COMMUNITIES

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Job: 20402004  
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Drawn: JMW  
Chk'd: MTM  
Rev'd:



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## BILL OF SALE

Oakleaf Village of Traverse City, LLC, an Ohio limited liability company, whose address is c/o Wallick Communities, 160 West Main Street, Suite 200, New Albany, Ohio 43054 (herein referred to as "Seller") for and in consideration of One (\$1.00) Dollar, the adequacy and receipt of which is acknowledged, does hereby grant, dedicate, transfer and deliver to Garfield Township, whose address is \_\_\_\_\_ (herein referred to as the "Township"), all water main and sewer and appurtenances as shown on the attached drawings that are in, over, upon and under the real estate more fully described as:

Land situated in the Township of Garfield, County of Grand Traverse and State of Michigan, described as follows:

### 20' WIDE SANITARY SEWER EASEMENT

2,545 L.F. 8" SANITARY SEWER MAIN LOCATED IN A PUBLIC UTILITY EASEMENT FROM AN EXISTING MANHOLE (SMH-1762) LOCATED IN THE RIGHT-OF-WAY OF OWLHURST DRIVE, RUNNING NORTH WITHIN THE RIGHT-OF-WAY OF OWLHURST DRIVE, THEN RUNNING EAST INTO THE SITE AND EXTENDING NORTH AND EAST WITHIN THE SITE.

A 20' wide easement for the installation and maintenance of a sanitary sewer and appurtenance in part of the Northeast 1/4 of Section 18, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, said Easement being part of Tax Parcel #05-018-013-30, which is more fully described as;

Legal Description: See Exhibit A, attached and incorporated hereto.

### 20' WIDE WATER MAIN EASEMENT

1,932 LF 8" WATER MAIN LOCATED IN A PUBLIC UTILITY EASEMENT FROM AN EXISTING 12" WATER MAIN LOCATED IN THE RIGHT-OF-WAY OF NORTH LONG LAKE ROAD, RUNNING SOUTH INTO THE SITE AND EXTENDING EAST AND WEST WITHIN THE SITE.

2,042 LF 8" WATER MAIN LOCATED IN A PUBLIC UTILITY EASEMENT FROM AN EXISTING 8" WATER MAIN LOCATED IN THE RIGHT-OF-WAY OF OWLHURST DRIVE, RUNNING EAST INTO THE SITE AND EXTENDING NORTH AND EAST WITHIN THE SITE.

A 20' wide easement for the installation and maintenance of a water main line and appurtenance in part of the Northeast 1/4 of Section 18, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, said Easement being part of Tax Parcel #05-018-013-30, which is more fully described as;

Legal Description: See Exhibit B, attached and incorporated hereto.



Seller hereby warrants and certifies to the Township that the Improvement has been acquired, constructed and completed in accordance with the Plans and Specifications developed by Grand Traverse County for the improvement previously approved by the Township, and that no claim, action, or liability exists with respect to the improvement and its construction and installation.

Seller further warrants and represents to the Township that it is the lawful owner of the improvement, and that the improvement is free of all liens and encumbrances of any kind. Seller further represents that it has the authority to transfer the improvement. All warranties and guarantees pertaining to the improvement are hereby assigned and transferred to the Township.

*[Signatures on the Next Page.]*

**BILL OF SALE**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**Seller:**

**OAKLEAF VILLAGE OF TRAVERSE CITY, LLC,**  
an Ohio limited liability company

By: JHT Wallick Holdings, LLC,  
an Ohio limited liability company,  
its sole member

By: \_\_\_\_\_  
Michael A. DiCarlantonio, Vice President

**BILL OF SALE**

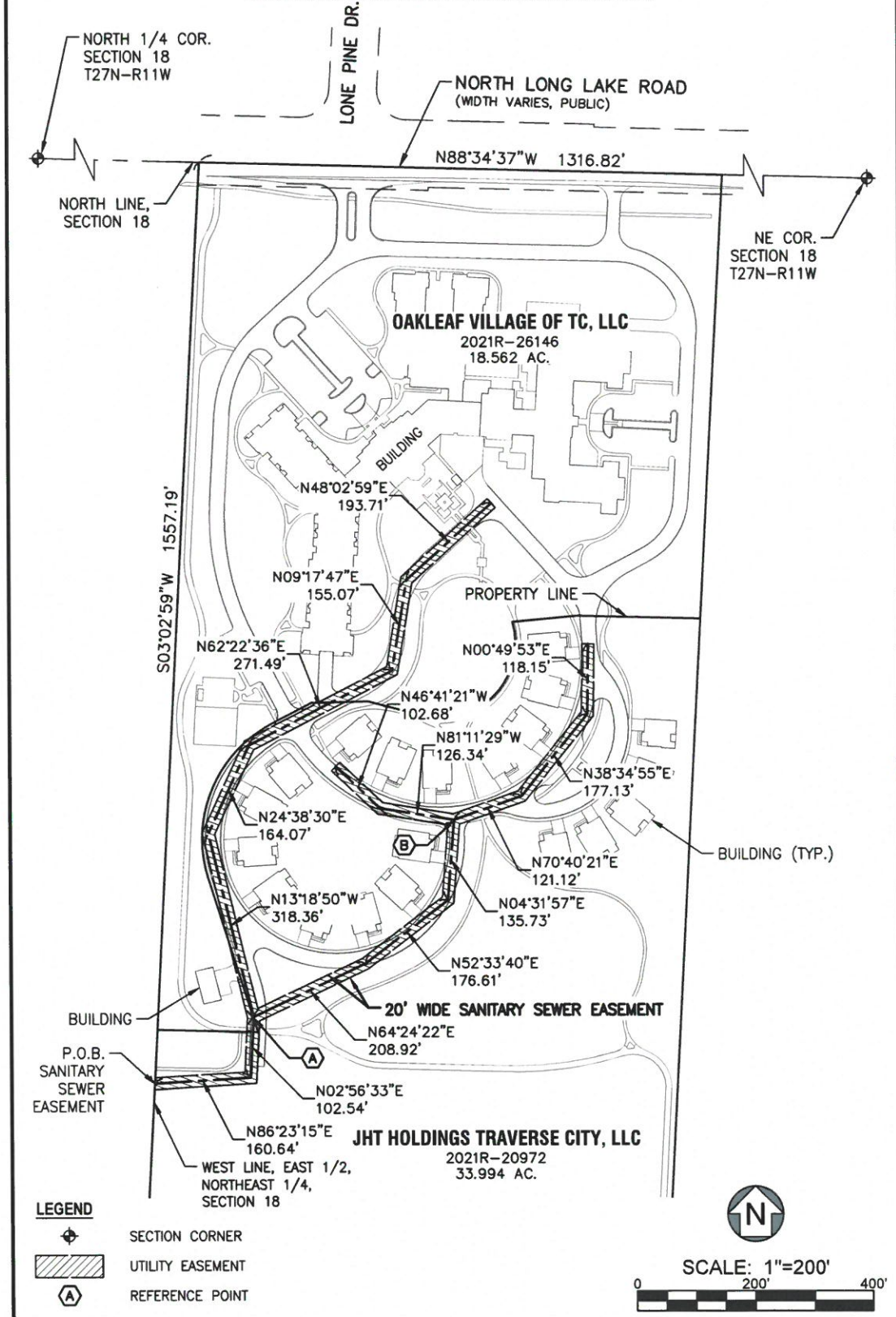
**Exhibit A**

**LEGAL DESCRIPTION OF THE 20' WIDE SANITARY SEWER EASEMENT**

Attached.

# SANITARY SEWER EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN



Prepared For:  
**WALLICK COMMUNITIES**

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Job: 20402004  
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# SANITARY SEWER EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

## 20-FOOT WIDE SANITARY SEWER EASEMENT

A 20-FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER FACILITIES OVER/UNDER AND ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, HAVING A CENTERLINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 88°34'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1316.82 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST 1/4 OF SECTION 18; THENCE SOUTH 03°02'59" WEST ALONG SAID WEST LINE A DISTANCE OF 1557.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°23'15" EAST A DISTANCE OF 160.64 FEET; THENCE NORTH 02°56'33" EAST A DISTANCE OF 102.54 FEET TO REFERENCE POINT 'A'; THENCE NORTH 64°24'22" EAST A DISTANCE OF 208.92 FEET; THENCE NORTH 52°33'40" EAST A DISTANCE OF 176.61 FEET; THENCE NORTH 04°31'57" EAST A DISTANCE OF 135.73 FEET TO REFERENCE POINT 'B'; THENCE NORTH 70°40'21" EAST A DISTANCE OF 121.12 FEET; THENCE NORTH 38°34'55" EAST A DISTANCE OF 177.13 FEET; THENCE NORTH 00°49'53" EAST A DISTANCE OF 118.15 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'A'; THENCE NORTH 13°18'50" WEST A DISTANCE OF 318.36 FEET; THENCE NORTH 24°38'30" EAST A DISTANCE OF 164.07 FEET; THENCE NORTH 62°22'36" EAST A DISTANCE OF 271.49 FEET; THENCE NORTH 09°17'47" EAST A DISTANCE OF 155.07 FEET; THENCE NORTH 48°02'59" EAST A DISTANCE OF 193.71 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'B'; THENCE NORTH 81°11'29" WEST A DISTANCE OF 126.34 FEET; THENCE NORTH 46°41'21" WEST A DISTANCE OF 102.68 FEET TO THE POINT OF ENDING.

Prepared For:

WALLICK COMMUNITIES

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**BILL OF SALE**

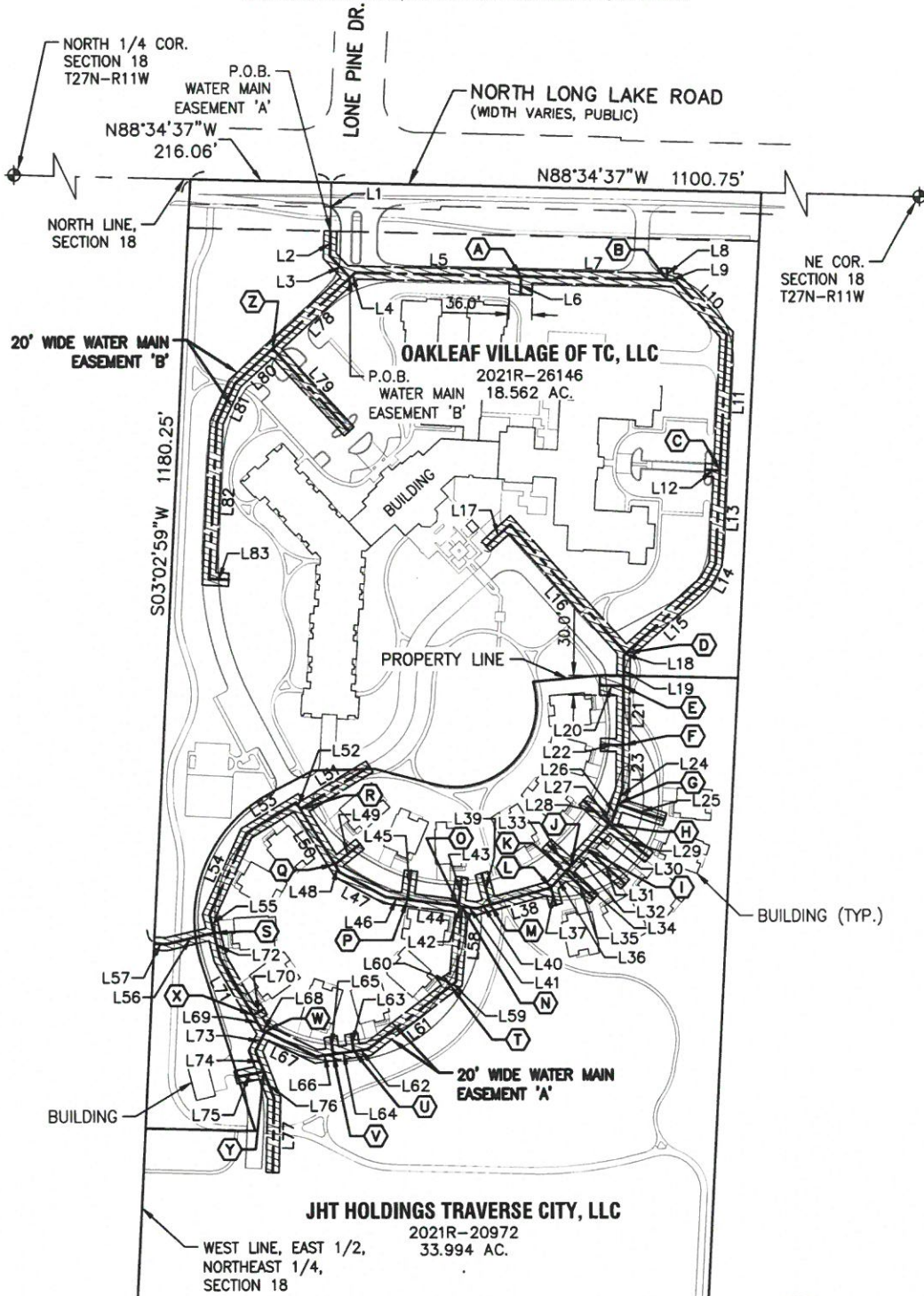
**Exhibit B**

**LEGAL DESCRIPTION OF THE 20' WIDE WATER MAIN EASEMENT**

Attached.

# WATER MAIN EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

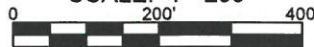


**LEGEND**

- UTILITY EASEMENT
- REFERENCE POINT



SCALE: 1"=200'



Prepared For:

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# WATER MAIN EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S01°25'23"W	75.00'
L2	S01°25'23"W	38.27'
L3	S42°28'14"E	45.44'
L4	N47°32'09"E	11.56'
L5	S88°34'37"E	254.66'
L6	S01°25'23"W	28.00'
L7	S88°34'37"E	224.93'
L8	N01°25'23"E	18.00'
L9	S88°34'37"E	13.59'
L10	S42°45'51"E	114.09'
L11	S03°02'55"W	210.21'
L12	N86°57'05"W	23.00'
L13	S03°02'55"W	144.32'
L14	S28°51'31"W	30.25'
L15	S48°02'32"W	165.57'
L16	N41°57'28"W	266.91'
L17	S48°02'32"W	50.00'
L18	S48°02'32"W	4.83'
L19	S00°49'53"W	47.23'
L20	N89°10'07"W	36.00'
L21	S00°49'53"W	91.27'
L22	N89°10'07"W	34.00'
L23	S00°49'53"W	67.35'
L24	S17°57'52"W	25.16'
L25	S72°02'08"E	75.60'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L26	S17°57'52"W	28.15'
L27	S42°59'16"W	5.82'
L28	N47°00'44"W	54.50'
L29	S50°06'21"E	79.00'
L30	S42°59'16"W	51.22'
L31	S47°00'44"E	80.00'
L32	S42°59'16"W	37.06'
L33	N47°00'44"W	50.50'
L34	S42°59'16"W	12.20'
L35	S47°00'44"E	60.50'
L36	S42°59'16"W	32.83'
L37	S15°19'41"E	28.00'
L38	S74°40'19"W	98.03'
L39	N15°19'41"W	50.00'
L40	S74°40'19"W	22.24'
L41	N82°48'12"W	22.52'
L42	N82°48'12"W	5.62'
L43	N07°09'59"E	45.00'
L44	N82°48'12"W	78.72'
L45	N07°09'59"E	45.00'
L46	N82°48'12"W	33.62'
L47	N61°18'13"W	80.46'
L48	N31°36'30"W	13.77'
L49	N51°10'05"E	50.00'
L50	N31°36'30"W	100.29'

Prepared For:

WALLICK COMMUNITIES

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# WATER MAIN EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

LINE TABLE		
LINE NO.	BEARING	LENGTH
L51	N58°23'30"E	125.00'
L52	N31°36'30"W	12.16'
L53	S58°23'30"W	90.00'
L54	S24°38'30"W	138.19'
L55	S13°18'50"E	28.98'
L56	S76°41'10"W	73.67'
L57	N88°34'56"W	19.83'
L58	S05°01'20"W	116.97'
L59	S52°33'40"W	10.00'
L60	N37°26'20"W	18.00'
L61	S52°33'40"W	160.02'
L62	S81°55'06"W	22.70'
L63	N08°04'54"W	27.00'
L64	S81°55'06"W	32.08'
L65	N08°04'54"W	27.00'
L66	S81°55'06"W	25.99'
L67	N63°32'49"W	87.68'
L68	N63°32'49"W	6.25'
L69	N29°47'49"W	25.61'
L70	N60°12'11"E	19.00'
L71	N29°47'49"W	100.37'
L72	N13°18'50"W	41.11'
L73	S26°27'11"W	33.94'
L74	S21°03'59"E	34.12'
L75	S78°35'49"W	44.00'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L76	S21°03'59"E	43.67'
L77	S01°25'57"W	115.00'
L78	S47°32'09"W	161.85'
L79	S42°28'14"E	173.00'
L80	S47°32'09"W	79.07'
L81	S25°02'09"W	66.78'
L82	S03°02'59"W	240.83'
L83	S86°57'01"E	30.00'

Prepared For:

WALLICK COMMUNITIES

SHEET 3 of 5

Job: 20402004  
Date: 01/19/2023  
Scale: AS NOTED  
Drawn: JWU  
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# WATER MAIN EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

## 20-FOOT WIDE WATER MAIN EASEMENT

A 20-FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER MAIN AND ASSOCIATED APPURTENANCES OVER/UNDER AND ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, HAVING A CENTERLINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 88°34'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1100.75 FEET; THENCE SOUTH 01°25'23" WEST A DISTANCE OF 75.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NORTH LONG LAKE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°25'23" WEST A DISTANCE OF 38.27 FEET; THENCE SOUTH 42°28'14" EAST A DISTANCE OF 45.44 FEET; THENCE NORTH 47°32'09" EAST A DISTANCE OF 11.56 FEET; THENCE SOUTH 88°34'37" EAST A DISTANCE OF 254.66 FEET TO REFERENCE POINT 'A'; THENCE CONTINUING SOUTH 88°34'37" EAST A DISTANCE OF 224.93 FEET TO REFERENCE POINT 'B'; THENCE CONTINUING SOUTH 88°34'37" EAST A DISTANCE OF 13.59 FEET; THENCE SOUTH 42°45'51" EAST A DISTANCE OF 114.09 FEET; THENCE SOUTH 03°02'55" WEST A DISTANCE OF 210.21 FEET TO REFERENCE POINT 'C'; THENCE CONTINUING SOUTH 03°02'55" WEST A DISTANCE OF 144.32 FEET; THENCE SOUTH 28°51'31" WEST A DISTANCE OF 30.25 FEET; THENCE SOUTH 48°02'32" WEST A DISTANCE OF 165.57 FEET TO REFERENCE POINT 'D'; THENCE CONTINUING SOUTH 48°02'32" WEST A DISTANCE OF 4.83 FEET; THENCE SOUTH 00°49'53" WEST A DISTANCE OF 47.23 FEET TO REFERENCE POINT 'E'; THENCE CONTINUING SOUTH 00°49'53" WEST A DISTANCE OF 91.27 FEET TO REFERENCE POINT 'F'; THENCE CONTINUING SOUTH 00°49'53" WEST A DISTANCE OF 67.35 FEET; THENCE SOUTH 17°57'52" WEST A DISTANCE OF 25.16 FEET TO REFERENCE POINT 'G'; THENCE CONTINUING SOUTH 17°57'52" WEST A DISTANCE OF 28.15 FEET; THENCE SOUTH 42°59'16" WEST A DISTANCE OF 5.82 FEET TO REFERENCE POINT 'H'; THENCE CONTINUING SOUTH 42°59'16" WEST A DISTANCE OF 51.22 FEET TO REFERENCE POINT 'I'; THENCE CONTINUING SOUTH 42°59'16" WEST A DISTANCE OF 37.06 FEET TO REFERENCE POINT 'J'; THENCE CONTINUING SOUTH 42°59'16" WEST A DISTANCE OF 12.20 FEET TO REFERENCE POINT 'K'; THENCE CONTINUING SOUTH 42°59'16" WEST A DISTANCE OF 32.83 FEET TO REFERENCE POINT 'L'; THENCE SOUTH 74°40'19" WEST A DISTANCE OF 98.03 FEET TO REFERENCE POINT 'M'; THENCE CONTINUING SOUTH 74°40'19" WEST A DISTANCE OF 22.24 FEET; THENCE NORTH 82°48'12" WEST A DISTANCE OF 22.52 FEET TO REFERENCE POINT 'N'; THENCE CONTINUING NORTH 82°48'12" WEST A DISTANCE OF 5.62 FEET TO REFERENCE POINT 'O'; THENCE CONTINUING NORTH 82°48'12" WEST A DISTANCE OF 78.72 FEET TO REFERENCE POINT 'P'; THENCE CONTINUING NORTH 82°48'12" WEST A DISTANCE OF 33.62 FEET; THENCE NORTH 61°18'13" WEST A DISTANCE OF 80.46 FEET; THENCE NORTH 31°36'30" WEST A DISTANCE OF 13.77 FEET TO REFERENCE POINT 'Q'; THENCE CONTINUING NORTH 31°36'30" WEST A DISTANCE OF 100.29 FEET TO REFERENCE POINT 'R'; THENCE CONTINUING NORTH 31°36'30" WEST A DISTANCE OF 12.16 FEET; THENCE SOUTH 58°23'30" WEST A DISTANCE OF 90.00 FEET; THENCE SOUTH 24°38'30" WEST A DISTANCE OF 138.19 FEET; THENCE SOUTH 13°18'50" EAST A DISTANCE OF 28.98 FEET TO REFERENCE POINT 'S'; THENCE SOUTH 76°41'10" WEST A DISTANCE OF 73.67 FEET; THENCE NORTH 88°34'56" WEST A DISTANCE OF 19.83 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST 1/4 OF SECTION 18 AND THE POINT OF ENDING.

ALSO A 36-FOOT WIDE EASEMENT FOR WATER MAIN HAVING A CENTERLINE DESCRIBED AS: BEGINNING AT SAID REFERENCE POINT 'A'; THENCE SOUTH 01°25'23" WEST A DISTANCE OF 28.00 FEET TO THE POINT OF ENDING.

ALSO A 20-FOOT WIDE EASEMENT FOR WATER MAIN HAVING A CENTERLINE DESCRIBED AS: BEGINNING AT SAID REFERENCE POINT 'B'; THENCE NORTH 01°25'23" EAST A DISTANCE OF 18.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'C'; THENCE NORTH 86°57'05" WEST A DISTANCE OF 23.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'D'; THENCE NORTH 41°57'28" WEST A DISTANCE OF 266.91 FEET; THENCE SOUTH 48°02'32" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF ENDING.

ALSO A 30-FOOT WIDE EASEMENT FOR WATER MAIN HAVING A CENTERLINE DESCRIBED AS BEGINNING AT SAID REFERENCE POINT 'E'; THENCE NORTH 89°10'07" WEST A DISTANCE OF 36.00 FEET TO THE POINT OF ENDING.

ALSO A 20-FOOT WIDE EASEMENT FOR WATER MAIN HAVING A CENTERLINE DESCRIBED AS, BEGINNING AT SAID REFERENCE POINT 'F'; THENCE NORTH 89°10'07" WEST A DISTANCE OF 34.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'G'; THENCE SOUTH 72°02'08" EAST A DISTANCE OF 75.60 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'H'; THENCE NORTH 47°00'44" WEST A DISTANCE OF 54.50 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'I'; THENCE SOUTH 50°06'21" EAST A DISTANCE OF 79.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'J'; THENCE SOUTH 47°00'44" EAST A DISTANCE OF 80.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'K'; THENCE NORTH 47°00'44" WEST A DISTANCE OF 50.50 FEET TO THE POINT OF ENDING.

Prepared For:

WALLICK COMMUNITIES

SHEET 4 of 5

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# WATER MAIN EASEMENT

PART OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 11 WEST,  
GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

## 20-FOOT WIDE WATER MAIN EASEMENT 'A' (CONTINUED)

ALSO, BEGINNING AT SAID REFERENCE POINT 'K'; THENCE SOUTH 47°00'44" EAST A DISTANCE OF 60.50 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'L'; THENCE SOUTH 15°19'41" EAST A DISTANCE OF 28.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'M'; THENCE NORTH 15°19'41" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'N'; THENCE SOUTH 05°01'20" WEST A DISTANCE OF 116.97 FEET; THENCE SOUTH 52°33'40" WEST A DISTANCE OF 10.00 FEET TO REFERENCE POINT 'T'; THENCE CONTINUING SOUTH 52°33'40" WEST A DISTANCE OF 160.02 FEET; THENCE SOUTH 81°55'06" WEST A DISTANCE OF 22.70 FEET TO REFERENCE POINT 'U'; THENCE CONTINUING SOUTH 81°55'06" WEST A DISTANCE OF 32.08 FEET TO REFERENCE POINT 'V'; THENCE CONTINUING SOUTH 81°55'06" WEST A DISTANCE OF 25.99 FEET; THENCE NORTH 63°32'49" WEST A DISTANCE OF 87.68 FEET TO REFERENCE POINT 'W'; THENCE CONTINUING NORTH 63°32'49" WEST A DISTANCE OF 6.25 FEET; THENCE NORTH 29°47'49" WEST A DISTANCE OF 25.61 FEET TO REFERENCE POINT 'X'; THENCE CONTINUING NORTH 29°47'49" WEST A DISTANCE OF 100.37 FEET; THENCE NORTH 13°18'50" WEST A DISTANCE OF 41.11 FEET TO SAID REFERENCE POINT 'S' AND THE THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'O'; THENCE NORTH 07°09'59" EAST A DISTANCE OF 45.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'P'; THENCE NORTH 07°09'59" EAST A DISTANCE OF 45.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'Q'; THENCE NORTH 51°10'05"E EAST A DISTANCE OF 50.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'R'; THENCE NORTH 58°23'30" EAST A DISTANCE OF 125.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'T'; THENCE NORTH 37°26'20" WEST A DISTANCE OF 18.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'U'; THENCE NORTH 08°04'54" WEST A DISTANCE OF 27.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'V'; THENCE NORTH 08°04'54" WEST A DISTANCE OF 27.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'W'; THENCE SOUTH 26°27'11" WEST A DISTANCE OF 33.94 FEET; THENCE SOUTH 21°03'59" EAST A DISTANCE OF 34.12 FEET TO REFERENCE POINT 'Y'; THENCE CONTINUING SOUTH 21°03'59" EAST A DISTANCE OF 43.67 FEET; THENCE SOUTH 01°25'57" WEST A DISTANCE OF 115.00 TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'X'; THENCE NORTH 60°12'11" EAST A DISTANCE OF 19.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'Y'; THENCE SOUTH 78°35'49" WEST A DISTANCE OF 44.00 FEET TO THE POINT OF ENDING.

## 20-FOOT WIDE WATER MAIN EASEMENT 'B'

A 20-FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER MAIN AND ASSOCIATED APPURTENANCES OVER/UNDER AND ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, HAVING A CENTERLINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 88°34'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1100.75 FEET; THENCE SOUTH 01°25'23" WEST A DISTANCE OF 75.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NORTH LONG LAKE ROAD; THENCE CONTINUING SOUTH 01°25'23" WEST A DISTANCE OF 38.27 FEET; THENCE SOUTH 42°28'14" EAST A DISTANCE OF 45.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°32'09" WEST A DISTANCE OF 161.85 FEET TO REFERENCE POINT 'Z'; THENCE CONTINUING SOUTH 47°32'09" WEST A DISTANCE OF 79.07 FEET; THENCE SOUTH 25°02'09" WEST A DISTANCE OF 66.78 FEET; THENCE SOUTH 03°02'59" WEST A DISTANCE OF 240.83 FEET; THENCE SOUTH 86°57'01" EAST A DISTANCE OF 30.00 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT 'Z'; THENCE SOUTH 42°28'14" EAST A DISTANCE OF 173.00 FEET TO THE POINT OF ENDING.

Prepared For:

WALLICK COMMUNITIES

SHEET 5 of 5

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**Charter Township of Garfield**  
**Engineering Report / Construction Update**  
**March 8, 2023**

**I. Water Projects**

**Northwest Service District – Water System Improvements**

Status below:

Division I: Tank was officially placed online in September 2019 and project is closed out

Division II: Project was completed and accepted (utilities turned over) by Township.

Division III: Booster Station / Mechanical Upgrade design is 75% complete and expected to be finalized in 2023. Project has been on hold due to high bid prices / volatile market. Upon completion, the abandonment of three (3) booster station will occur, area overall will experience 5-10 psi increase in pressure and west side of town will be serviced from the new tank rather than directly from the city.

Township board approved GFA contract to provide design, permitting and construction / installation of PRV. Project was recently bid and based upon pricing the Board approved to pursue only Cedar Run PRV replacement / booster station abandonment at this time. PRV has been delivered and installed along with abandonment of 2 booster stations. Water fed to Munson area along Cedar Run is provided by the Cedar Run tank without disruption and more consistent flows observed (less spikes). Project is done and closed out

**McCrae PRV: US31 / 37 Water Pressure Issues**

This area historically experiences low pressure and fire suppression difficulties, specifically Cracker Barrel / Sam's Club. Water that services this area is from McCrea groundwater tank which services the US31/ 37 corridor by gravity and controlled by Pressure Control Valves to maintain pressures less than 80 psi. McCrea PRV has been proposed to be relocated to address this pocket of low pressure in past water studies and capital improvement plans. Project is on hold due to high bid price received

**Stone Ridge PRV Replacement**

The PRV located on Silverlake Road that services the Stoneridge Subdivision is one of the oldest and subject to frequent flooding / maintenance. The station is at its life expectancy and in need of replacement as identified both by the DPW and Township Capitol Improvement Plans. It is our intent to include this project construction with the McCrae PRV replacement to optimize cost with a single contractor. Permits have been issued. Project is on hold due to high bid price received.

\*Recent update the existing watermain north of the Stoneridge PRV along Silverlake by YMCA has been leaking. Excavation and repairs indicated signs of pipe failure because of heavy / wet soils and concerns with future leaks are possible. Recommendation to include watermain replacement (Plastic C900) with PRV replacement proposed.

**C2R2 Grant - West (Long Lake Township) to connect Black Bear Farms:** EGLE Grant and GFA contract have been approved. GFA completed survey work in December and now proceeding with design. We are coordinating with contractors on scheduling as there may be some material supply delays so anticipating on bidding out for late summer / fall construction to accommodate. Project design is complete and EGLE permit issued. Project was put out for bids on 8/23 and have offered both late fall or spring 2023 construction to accommodate. Only 1 responsive bidder submitted, and prices came in higher than available grant funds (due to increased materials/ labor costs). Have until 12/24 to complete, contractor has held bid price and additional funding sources have been solicited. Township has approved Elmers Bid and project is in process. GFA has reviewed shop drawings and working with contractor on schedule. A preconstruction meeting was held March 7<sup>th</sup> and project to start April 3<sup>rd</sup> and be complete mid June.

### **Tank Inspection**

GFA is assisting the DPW with required maintenance of the water storage tanks located on McCrae, Cedar Run, Birmley and Heritage. Routine inspection is required every 5 years as mandated by EGLE. GFA will be responsible for coordinating with the inspection company, monitoring operations during the inspection and providing a report to the Township and DPW related to findings. McCrae / Cedar Tanks inspections have been completed with no major issues noted. Final report received and on file. Copy also sent to EGLE for their files

### **Birmley Tank Mixer**

GFA assisted with review and implementation of some operation improvements to the existing elevated tank in Birmley Hills Estate Subdivision to improve pressures. These changes required raising the operating range of water levels in the tank which by doing so reducing proper mixing of the water. The board and DPW approved moving forward with the install and unit has been ordered.

### **Sewer Projects**

#### **SAW Grant – US 31 Siphon Flow Monitoring**

Township board approved recommendations in report at September 26<sup>th</sup> 2017 meeting. GFA coordinated with the DPW to initiate operations change. Siphon continues to be monitored with increase in growth and permits on west side of town as a capacity restriction exists based upon study results. In March 2019, flows were rerouted to Pump Stations #2 at logans landing from Pump Station #6 at Applebees to alleviate the capacity at the siphon. DPW has been monitoring and discharge has been going well without incident. A need for a pump station may be more imminent to bypass siphon as it continues to present both a maintenance issue and capacity restriction but for the time being, the bypass of flows is working well and EGLE has accepted and permitting new development on west side of town.

#### **NW Silver Lake Sewer Extension**

Recently interest (from Franciscos) to extend sanitary sewer along NW Silverlake Road was requested by property owners. Garfield Twp board approved GFA contract last month and currently conducting survey work. Design complete and bid out end of April for 2023 construction.

## **Birmley Estates**

GFA completed flow monitoring in this area and submitted results to Twp and EGLE. There is a limited pipe section from Northern Star Drive to Garfield that based upon flow monitored demonstrated is has adequate capacity to meet existing some future growth in the area. No improvements needed at this time.

## **General Utilities**

### **Sewer / Water City Contracts**

GFA, DPW and Township continue to monitor flows and contractual terms with the City which is currently set at 5 MGD. In the upcoming future negotiations will be initiated to discuss terms of the 1987 contract.

### **Water Reliability Study**

GFA completed the last study in 2012 and are to be completed every 5 years. GFA had requested a time extension from DEQ awaiting completion of work on Northwest side of town. With growth and interest to extend system to Olesons / Meadowlane and need for tank to service Traditions, DEQ has requested GFA complete a mini study for each service area (there are 5). This would include flow data and capacity assessment of existing infrastructure. The Township recently approved the EGLE DWRP Engineering report which will include completing the water study. This is to be done by July 2023.

### **GIS Mapping**

GFA has been working with the DPW to create an asset management program for the Township with respect to the Water and sewer Infrastructure. The 1<sup>st</sup> step of this process which includes creation of a GIS map that includes all record drawing information has been completed. GFA / DPW are now pursuing forward to inventory major and minor assets and GPS the locations of each.

The BPW was awarded the CGAP grant as offered by the Michigan Dept of Treasury. This grant promotes collaboration of communities and efficiency in government. The funds covered 75% of the expenses including equipment (GPS handheld).

### **Water Service Expansion**

Southwest Part of Township: Olesons Development have initiated and expressed an interest to partner to facilitate the extension of municipal watermain to service the respective developments. GFA has prepared budgetary cost estimates for various options to provide access to water service to the southwest side of the township which currently does not exist (terminates at McCrae / US-37. There continues to be interest from parcels along route and with Blair to service development (fire flow only). GFA and Township staff are currently working on cost sharing options and has been meeting with developers on ability to collaborate on project to extend Garfield infrastructure to provide both domestic and fire.



## **Capital Improvement Projects**

GFA continues working on capital improvement list and attended the February 23<sup>rd</sup> Joint Planning / Board meeting. The list will be utilized to assist with soliciting infrastructure funding that is upcoming. In addition, GFA has been monitoring the IJA infrastructure funds passed by the Federal Government and placed our ask to the local agency for them to pass along to our state representatives. Township recently submitted to EGLE our notice of intent to apply for a loan to implement projects. A presentation of the projects and loan process was conducted at a recent meeting to the board. GFAs proposal to complete Engineering Study that is required by EGLE to start process and was approved. Report will be complete in June 1st 2023.

## **Water and Sewer Rates**

DPW is utilizing to conduct a rate analysis for the Township. GFA has been providing as needed assistance related to assets and values to assist.

## **County ARPA Funding Request**

GFA worked with Township staff on applications to the county to request ARPA funds for Long Lake WM extension, Olesons Water Service Extension and Francisco Sewer Extension. Other projects are also in the ask but this is what is pertinent to water /sewer.

## **II. Parks & Recreation**

### **East River Park – Capital Improvements**

GFA worked Township staff on preparing a conceptual plan and budgetary cost estimates for discussion purposes at upcoming Park and Rec Meeting. Amenities proposed include trail, dog parks, parking lot, pavilion, signage and seating areas. GFA recently had an onsite meeting to review project scope and costs based upon the adopted 2023 budget providing some funds to implement some improvements. A proposal was submitted to the Township and was approved to proceed with the phase 3 of this project including sidewalk and bathroom. Phase I has been completed and Phase 3 is in the board packet for approval.

GFA has been retained by the Township and currently working on Phase 2 of the park to include dog park and irrigation. Project was awarded to Walton Contracting and due to labor / material delivery delays occurred and project has now started and will be finished late fall.

## **Utility Plan Reviews**

### **Windy Hills (60 Acre Herkner Parcel) – Phase II**

GFA has completed initial review and awaiting final plan submission to complete full review. GFA to provide oversight with fulltime inspection to be provided by applicant.

**Ashland Park - Phase 2 & 3** Plan review has been completed by GFA and in receipt of all EGLE permits. GFA will be providing as needed construction oversight. Watermain to storage units have been installed



and inspected by GFA. We are awaiting closeout documents for this portion before recommending approval to accept.

#### **Fox Run**

Plans have been approved and am in receipt of all DEQ permits. GFA will be providing as needed construction oversight. Some challenges to access connection to existing gravity sewer have presented themselves and worked with developer / DPW to provide connection. A preconstruction meeting was held in 2022 and project was intended to start soon, no update as of current.

#### **Chelsea Park West – Phase II**

Plans have been approved and am in receipt of all EGLE permits. GFA will be providing as needed construction oversight.

#### **Village at Lafranier Woods**

GFA has been providing onsite construction inspection with all utilities installed. GFA is working with contractor on closeout paperwork / record drawings.

#### **The Oaks**

GFA has been providing onsite construction inspection with all utilities installed. All closeout paperwork has been completed and in board packet to accept and turnover.

#### **BATA Facility**

All permits have been issued and GFA is waiting on schedule from Developer. GFA will be providing full time inspection.

#### **Marengo 31**

Plans have been reviewed and approved and EGLE permit has been issued. GFA will provide full time inspection with work to begin when notified.

#### **South 22**

All permits have been issued and GFA is waiting on schedule from Developer. GFA will be providing full time inspection.

#### **Britten, New Buildings (Cass Road)**

GFA has completed final review of the plans related to water main extension to service the additional buildings and submitted to EGLE For permitting.

#### **Birmley Hills Condo**

GFA has completed a final review of the plans related to water main and sewer extension to service the additional buildings. Final plans have been received submitted to EGLE for permitting.

## 2021 through 2023 Storm Water & Private Road Plan Reviews

\*list represents those still outstanding from 2021 and 2022 not approved

Action Water Sports	Approved per letter 7/21/22
Fox Motors SW Review	Approved per letter 8/29/22 (final plans with agreements and permits to be submitted to Twp)
TC Curling Center	Approved per letter 8/23/22 (final plans with permit and escrow)
Kensington West PURD	approved per cursory review letter 9/9/22
7 Brews - S Airport	Approved 11/17/22 (final plans with agreements and permits to be submitted to Twp)
7 Brews - US 31	Initial review sent 7/22/22, updated review email sent 2/8/23
Britten New Building	Approved 10/28/22 conditional on EGLE and update Due Care
South 22 Plan Dev	Approved for Grading Permit 7/29/22- Awaiting submittal of calcs to continue. Expected 8/12 , Requested calculations on 12/21&12/27, Letter sent 12/29/22 approved pending confirmations
3566 N US -31 (Stone Field Eng)	Review letter sent 8/17. Follow up cursory review should be simple.
Premier Place - Bill Crain	Approved per letter 8/24/22 (final plans with agreements and permits to be submitted to Twp)
TC Hammond SW Review	Review letter sent 9/6/22 -Follow up cursory review should be simple.
1342 Industry Drive-Unit 17 HIC	Approved per letter 10/28 verifying 9/30 revisions met 9/19 review letter.
Rogers Property	Approved 11/4/2022 (final plans with agreements and permits to be submitted to Twp)
Logan Valey Storage	Approved 10/31/22 (final plans with agreements and permits to be submitted to Twp)
Brimley	Initial review sent 10/26, received additional info 11/17
Britten North Building	Initial review sent 10/31/22
Prince of Peace	Approved per final review letter 12/20/22
Unit 25 HIC	Approved 10/31/22 (final plans with agreements and permits to be submitted to Twp)Approved for Grading Permit 10/26/22.
Fairfield Hotel	Approved 11/15/22 (final plans with agreements and permits to be submitted to Twp)
1389 Industry Drive - Concrete Central	Approved 12/29/22 with pending confirmation on rear basin.
Alpers Storage Unit	Initial review emailed 12/19/22
Robertson SW Mod - Lot 67 Lonetree	Approved per letter 12/22/22
Unit C Addition - Machin Properties	Initial review email sent 2/6/23
Sunbelt Rentals	Initial review email sent 2/15/23
Chelsea Park West Bldg 9 and 10	Initial review email sent 3/2/23

# Grand Traverse Sheriff's Office Citation, Accident & Arrest Statistics


February 2023

Location	Citations	Traffic Crashes			Arrests			Traffic Crash Totals
		Fatal	PIA	PDA	OWI	Criminal		
01 Acme	12	0	1	15	0	3	16	
02 Blair	54	0	2	18	1	7	20	
03 East Bay	15	0	5	21	2	13	26	
04 Fife Lake	15	0	0	4	0	2	4	
05 Garfield	89	0	4	60	10	50	64	
06 Grant	1	0	0	1	0	0	1	
07 Green Lake	17	0	2	11	1	4	13	
08 Long Lake	2	0	3	13	0	2	16	
09 Mayfield	7	0	4	2	0	2	6	
10 Peninsula	7	0	5	4	0	1	9	
11 Paradise	11	0	0	8	0	4	8	
12 Union	0	0	0	4	0	0	4	
13 Whitewater	18	0	2	8	2	3	10	
29 Fife Lake Vlg	1	0	0	0	0	0	0	
30 Kingsley Vlg	5	0	0	1	0	4	1	
66 Traverse City	2	0	0	0	1	38	0	
84 Out of County	0	0	0	0	0	10	0	
<b>Totals</b>	256	0	28	170	17	143	198	
<b>Garfield Twp %</b>	<b>34.8%</b>	<b>0.0%</b>	<b>14.3%</b>	<b>35.3%</b>	<b>58.8%</b>	<b>35.0%</b>	<b>32.3%</b>	

Ticket stats are based on what District Court has entered as of 3/01/23.

Arrest stats are as of 3/01/23.



		<b>Charter Township of Garfield</b>	
		<b>Planning Department Report No. 2023-32</b>	
Prepared:	March 1, 2023	Pages:	2
Meeting:	March 14, 2023 Township Board	Attachments:	<input type="checkbox"/>
Subject:	Planning Department Monthly Report for March 2023		

**PURPOSE:**

Staff provides a monthly report to the Township Board on activities of the Planning Department and the Planning Commission. The presentation of this report also provides a venue for the Township Board to have a dialog with staff about any of the activities or planning-related issues facing the Township.

**DEVELOPMENTS:**

The Planning Commission is currently conducting the following development review activity:

***Chelsea Park PUD / Chelsea Park West Apartments – Minor Amendment***

- *Location:* Chelsea Lane, north of Hartman Road, east of US 31
- *Development Description:* Construction of the previously approved Chelsea Park West apartments is near completion; however, there are minor changes and issues to be addressed.
- *Status:* The Planning Commission approved Findings of Fact and approved the application with conditions at its 2/8/2023 meeting.

***Pine Grove Homes – Special Use Permit***

- *Location:* 4030 Meadow Lane Drive, at intersection of Meadow Lane Drive and US 31 South
- *Development Description:* Proposed site for mobile home sales (sale of prefabricated structures)
- *Status:* The application will be introduced at the Planning Commission meeting on 3/8/2023

***Ligon Bed and Breakfast – Special Use Permit Amendment***

- *Location:* 5876 Hainey Lane, near the intersection of Gray Road and Cedar Run Road
- *Development Description:* Proposed expansion of existing bed and breakfast operation
- *Status:* The application will be introduced at the Planning Commission meeting on 3/8/2023

***Hickory Forest / Hickory Meadows – Zoning Map Amendment (Rezoning)***

- *Location:* Portions on Barney Road, East Traverse Highway (M-72), and Randolph Street
- *Development Description:* Proposed rezoning of properties to P-R Park-Recreation zoning district
- *Status:* The application will be introduced at the Planning Commission meeting on 3/8/2023

***South 22 Multi-Family Housing - Special Use Permit Discussion***

- *Location:* Northwest corner of LaFranier and Hammond Roads
- *Development Description:* Approved 216-unit multi-family housing development
- *Status:* Developer will be discussing alternative construction plans at the Planning Commission meeting on 3/8/2023.

**NEW APPLICATIONS:**

The Planning Department has received the following applications for development review:

***Oleson's Food Store - Planned Unit Development Amendment***

- *Location:* 3850 North Long Lake Road, at intersection of North Long Lake and Cedar Run Roads
- *Development Description:* Proposed amendment to permit six apartments
- *Status:* Currently being reviewed for completeness by Staff

**PLANNING:**

Other Planning Department activities include the following:

- The Staff and the Parks and Recreation Commission are preparing a grant application to the Michigan Natural Resources Trust Fund (MNRTF) for implementation of the Grand Traverse Commons Natural Area Design Plan. Also, Staff is facilitating a subcommittee of the Parks and Recreation Commission that is planning to implement the mountain biking portion of the Plan.
- For its March study session, the Planning Commission will focus on the following items for the Master Plan update:
  - Review Housing Analysis and Recommendations
  - Review Summary of Meetings with Neighboring Communities
  - Finalize Vision and Core Concepts

**STAFF:**

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Stephen Hannon, AICP, Deputy Planning Director  
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## **Charter Township of Garfield Parks Report**

### **Silver Lake Recreation Area**

Trees have been marked in dog park, as well as tree by the roadway, for removal estimate.

Researching material to use in dog park that will expedite ice melt without being harmful to dogs or grass.

Working on new countertop in men's room – countertop has been ordered, waiting for company to come out and take measurements for it since it is not a custom size.

### **Commons**

Researching material to be used on trails that will expedite ice melting. Trails very icy with no snow.

Mountain Bike sub-committee met. Good conversations for first meeting.

## **River East**

Clearing and grubbing has been completed for dog park.  
Contractor to return for topsoil when weather permits.

Contractors have started trenching for fence install.

Barn has been filled with materials for Kids Creek tree planting.

Removed an abandoned homeless tent behind Good Will Inn that showed up in the last month or so.

## **Boardman Valley**

Removed down tree that was from previous beaver cutting-wind finally knocked it over.

Met with Tart, Conservation District, County, City and Federal Parks Rep. for grant funding and universal wayfinding via zoom.

## **Miller Creek**

Continues to be a winter hot spot for hikers. The trails seem to be getting a lot of use.

## **Kid's Creek**

Cage material and tubes have been delivered. We have started to cut the cage material to save time once planting starts.

## **Buffalo Ridge Trail**

Additional grant funding may be available for invasive species control (autumn olive, etc.), piggy backing the Spring Planting through Conservation Resource Alliance.

## **Additional Information**

Don't forget to pass the word that we are always looking for volunteer groups to help out throughout the year for different projects.

Submitted February 28, 2023

Derek Morton

Sean Kehoe

# Clerk's Report

For February 08,2023

Submitted 3/8/2023

To The Garfield Township Board,

On the following pages you will find a copy of the Revenue and Expenditure Report. This Report is an informational report that gives you an overview of what has happened in that particular month, along with what has happened for the whole year. It also compares what has happened for the year with the Budget and gives you a final figure of what is left in that budgeted line item. The Budget is a tool to go by for that year. Nothing is guaranteed in the Budget, it is your best estimate. The Township's Budget is also a Cost Center Budget not a Line-Item Budget, which means that what is important is the final figure. Some line items may run over if the final cost center total is not over. On this Report you will find the following captions on the top: Original and Amended Budget, Annual and Current Month, and finally Balance.

For the month of February in the General Fund, you will find that we had a total of \$1,520,941.64 Revenues and \$173,571.04 Expenditures. For the year we have a total of \$2,305,023.47 Revenues and 355,821.53 Expenditures.

If you have any questions or would like further clarification, please feel free to contact me at: 231-941-1620.

Lanie McManus

Township Clerk



GL NUMBER	DESCRIPTION	2023		YTD BALANCE 02/28/2023	ACTIVITY FOR MONTH 02/28/2023	AVAILABLE BALANCE
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 101 - GENERAL OPERATING FUND						
Revenues						
Dept 000						
101-000-403.000	CURRENT REAL PROPERTY TAXES	2,294,418.00	2,294,418.00	1,822,959.35	1,063,905.32	471,458.65
101-000-407.000	DEL PERSONAL PROP TAXES	500.00	500.00	0.00	0.00	500.00
101-000-412.000	SWAMP TAX COLLECTIONS	50.00	50.00	0.00	0.00	50.00
101-000-414.000	Protected PRE Interest	1,000.00	1,000.00	0.00	0.00	1,000.00
101-000-423.000	TRAILER PARK FEES	9,000.00	9,000.00	1,527.00	765.50	7,473.00
101-000-441.000	Local Community Stabilization Share Tax	45,000.00	45,000.00	0.00	0.00	45,000.00
101-000-445.000	PENALTIES & INT. ON TAXES	4,000.00	4,000.00	0.00	0.00	4,000.00
101-000-476.000	BUILDING PERMITS	200,000.00	200,000.00	25,360.00	6,072.00	174,640.00
101-000-476.001	PLANNING FEES	10,000.00	10,000.00	4,800.00	3,200.00	5,200.00
101-000-476.002	MAINT INSPECTION FEES	5,000.00	5,000.00	2,500.00	2,500.00	2,500.00
101-000-476.003	TREASURER FEES	100.00	100.00	0.00	0.00	100.00
101-000-476.004	PARK USE FEES	0.00	0.00	1,040.00	865.00	(1,040.00)
101-000-476.005	ZONING FEES	15,000.00	15,000.00	1,950.00	1,050.00	13,050.00
101-000-574.000	STATE SHARED REVENUE	2,011,454.00	2,011,454.00	357,567.00	357,567.00	1,653,887.00
101-000-574.001	STATE SHARED REV. - LIQUOR LA	18,500.00	18,500.00	192.50	0.00	18,307.50
101-000-574.002	EVIP DISTRIBUTION	62,144.00	62,144.00	10,357.00	10,357.00	51,787.00
101-000-612.000	CHARGES FOR TOWNSHIP SERVICES	3,500.00	3,500.00	203.38	203.38	3,296.62
101-000-627.000	TAX COLLECTION FEES	18,000.00	18,000.00	0.00	0.00	18,000.00
101-000-656.000	Ordinance Enforcement Fees	500.00	500.00	0.00	0.00	500.00
101-000-664.000	EARNED INTEREST	40,000.00	40,000.00	3,985.31	2,174.51	36,014.69
101-000-668.002	RENTS & ROYALTIES CABLE VIS	250,000.00	250,000.00	65,950.67	65,950.67	184,049.33
101-000-668.003	RENTS & ROYALTIES CABLE EQUIP	22,000.00	22,000.00	6,331.26	6,331.26	15,668.74
101-000-673.000	SALE OF FIXED ASSETS	50.00	50.00	0.00	0.00	50.00
101-000-676.000	REIMBURSEMENTS	100.00	100.00	300.00	0.00	(200.00)
101-000-676.001	Reimbursed Treasurer Legal Fees	100.00	100.00	0.00	0.00	100.00
101-000-676.003	Reimburse Essential Services (PILOT)	17,000.00	17,000.00	0.00	0.00	17,000.00
101-000-695.100	ALLOCATED FUND BALANCE	51,163.36	51,163.36	0.00	0.00	51,163.36
Total Dept 000		5,078,579.36	5,078,579.36	2,305,023.47	1,520,941.64	2,773,555.89
TOTAL REVENUES						
		5,078,579.36	5,078,579.36	2,305,023.47	1,520,941.64	2,773,555.89
Fund 101 - GENERAL OPERATING FUND:						
TOTAL REVENUES		5,078,579.36	5,078,579.36	2,305,023.47	1,520,941.64	2,773,555.89

GL NUMBER	DESCRIPTION	2023		YTD BALANCE 02/28/2023	ACTIVITY FOR MONTH 02/28/23	AVAILABLE BALANCE	% BDDT USED
		ORIGINAL BUDGET	2023 AMENDED BUDGET				
<b>Fund 101 - GENERAL OPERATING FUND</b>							
<b>Expenditures</b>							
Dept 101 - TOWNBOARD							
101-101-701.100	WAGES - TRUSTEE	13,750.00	13,750.00	2,000.00	1,150.00	11,750.00	14.55
101-101-701.101	WAGES - FILE CLERK	44,925.89	44,925.89	6,912.00	3,456.00	38,013.89	15.39
101-101-701.102	WAGES - TRUSTEE	13,750.00	13,750.00	1,725.00	1,125.00	12,025.00	12.55
101-101-701.103	WAGES - TRUSTEE	13,750.00	13,750.00	1,625.00	1,025.00	12,125.00	11.82
101-101-701.104	WAGES - TRUSTEE	13,750.00	13,750.00	1,500.00	900.00	12,250.00	10.91
101-101-701.105	WAGES - OFFICE COORDINATOR	41,835.49	41,835.49	6,435.22	3,217.61	35,400.27	15.38
101-101-726.000	SUPPLIES	6,000.00	6,000.00	400.28	261.45	5,599.72	6.67
101-101-726.001	POSTAGE	10,000.00	10,000.00	2,132.79	2,132.79	7,867.21	21.33
101-101-726.002	SUPPLIES - COPIER MAINTENANCE	7,500.00	7,500.00	408.28	0.00	7,091.72	5.44
101-101-801.002	LEGAL SERVICES - TOWNBOARD	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-101-801.004	LEGAL -Tax Tribunal	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-101-802.000	AUDIT AND ACCOUNTING	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00
101-101-805.000	CONTRACTED AND OTHER SERVICES	7,500.00	7,500.00	172.25	172.25	7,327.75	2.30
101-101-860.000	MILEAGE	500.00	500.00	0.00	0.00	500.00	0.00
101-101-900.000	PRINTING & PUBLISHING	3,500.00	3,500.00	1,431.05	1,383.55	2,068.95	40.89
101-101-901.000	ADVERTISING	7,500.00	7,500.00	718.95	718.95	6,781.05	9.59
101-101-960.000	EDUCATION & TRAINING	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
101-101-965.101	DUES & PUBLICATIONS -TOWNBOAR	3,000.00	3,000.00	263.23	0.00	2,736.77	8.77
101-101-965.102	DUES - MICHIGAN TOWNSHIP ASSO	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00
<b>Total Dept 101 - TOWNBOARD</b>		<b>248,261.38</b>	<b>248,261.38</b>	<b>25,724.05</b>	<b>15,542.60</b>	<b>222,537.33</b>	<b>10.36</b>
Dept 171 - TOWNSHIP SUPERVISOR							
101-171-701.201	WAGES - SUPERVISOR	90,610.39	90,610.39	13,940.08	6,970.04	76,670.31	15.38
101-171-701.202	WAGES - APPRAISER II	47,716.86	47,716.86	7,340.80	3,670.40	40,376.06	15.38
101-171-701.203	WAGES - GIS	5,000.00	5,000.00	2,235.00	1,590.00	2,765.00	44.70
101-171-701.204	WAGES - APPRAISER III	63,103.21	63,103.21	9,724.82	4,862.41	53,378.39	15.41
101-171-701.205	WAGES - ASSESSOR	111,875.11	111,875.11	17,211.56	8,605.78	94,663.55	15.38
101-171-726.000	SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-171-726.001	POSTAGE	3,500.00	3,500.00	3,474.29	3,474.29	25.71	99.27
101-171-805.000	CONTRACTED AND OTHER SERVICES	32,500.00	32,500.00	0.00	0.00	32,500.00	0.00
101-171-860.200	MILEAGE - SUPERVISOR	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-171-860.201	MILEAGE - ASSESSOR	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-171-900.000	PRINTING & PUBLISHING	3,000.00	3,000.00	2,289.75	2,289.75	710.25	76.33
101-171-901.000	ADVERTISING	500.00	500.00	0.00	0.00	500.00	0.00
101-171-960.000	EDUCATION & TRAINING	7,750.00	7,750.00	70.79	70.79	7,679.21	0.91
101-171-960.200	EDUCATION - SUPERVISOR	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-171-965.000	DUES & PUBLICATIONS	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
<b>Total Dept 171 - TOWNSHIP SUPERVISOR</b>		<b>374,555.57</b>	<b>374,555.57</b>	<b>56,287.09</b>	<b>31,533.46</b>	<b>318,268.48</b>	<b>15.03</b>
Dept 191 - ELECTIONS							
101-191-701.000	WAGES	40,000.00	40,000.00	1,223.25	787.50	38,776.75	3.06
101-191-726.000	SUPPLIES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-191-726.001	POSTAGE	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
101-191-860.000	MILEAGE	200.00	200.00	0.00	0.00	200.00	0.00
101-191-901.000	ADVERTISING	300.00	300.00	0.00	0.00	300.00	0.00
101-191-935.010	MACHINE MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-191-935.015	COMPUTER SUPPORT SYSTEMS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
<b>Total Dept 191 - ELECTIONS</b>		<b>64,500.00</b>	<b>64,500.00</b>	<b>1,223.25</b>	<b>787.50</b>	<b>63,276.75</b>	<b>1.90</b>

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	2023		YTD BALANCE 02/28/2023	ACTIVITY FOR MONTH 02/28/23	AVAILABLE BALANCE	% BDDT USED
		ORIGINAL BUDGET	2023 AMENDED BUDGET				
<b>Fund 101 - GENERAL OPERATING FUND</b>							
<b>Expenditures</b>							
Dept 215 - TOWNSHIP CLERK							
101-215-701.300	WAGES - CLERK	90,610.39	90,610.39	13,940.08	6,970.04	76,670.31	15.38
101-215-701.302	WAGES - DEPUTY CLERK	58,521.51	58,521.51	9,003.32	4,501.66	49,518.19	15.38
101-215-701.303	WAGES - ACCOUNTANT	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-215-701.304	WAGES - CLERK ASSISTANT	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-215-726.000	SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-215-860.300	MILEAGE - CLERK	400.00	400.00	0.00	0.00	400.00	0.00
101-215-860.301	MILEAGE - DEPUTY CLERK	400.00	400.00	0.00	0.00	400.00	0.00
101-215-956.016	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	0.00
101-215-960.000	EDUCATION & TRAINING	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
101-215-965.000	DUES & PUBLICATIONS	700.00	700.00	20.00	20.00	680.00	2.86
<b>Total Dept 215 - TOWNSHIP CLERK</b>		<b>164,631.90</b>	<b>164,631.90</b>	<b>22,963.40</b>	<b>11,491.70</b>	<b>141,668.50</b>	<b>13.95</b>
<b>Dept 247 - BOARD OF REVIEW</b>							
101-247-701.400	WAGES - B OF R	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-247-701.401	WAGES - B OF R	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-247-701.402	WAGES - B OF R	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-247-701.403	WAGES - B OF R	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-247-960.000	EDUCATION & TRAINING	200.00	200.00	0.00	0.00	200.00	0.00
<b>Total Dept 247 - BOARD OF REVIEW</b>		<b>6,200.00</b>	<b>6,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,200.00</b>	<b>0.00</b>
<b>Dept 253 - TOWNSHIP TREASURER</b>							
101-253-701.500	WAGES - TREASURER	90,610.69	90,610.69	13,940.08	6,970.04	76,670.61	15.38
101-253-701.501	WAGES - ASSISTANT	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-253-701.502	WAGES - DEPUTY TREASURER	58,521.51	58,521.51	9,003.32	4,501.66	49,518.19	15.38
101-253-726.000	SUPPLIES	2,500.00	2,500.00	176.00	176.00	2,324.00	7.04
101-253-726.001	POSTAGE	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
101-253-801.000	LEGAL SERVICES	3,000.00	3,000.00	30.00	30.00	2,970.00	1.00
101-253-809.000	Bank Fees	300.00	300.00	0.00	0.00	300.00	0.00
101-253-860.500	MILEAGE - TREASURER	700.00	700.00	0.00	0.00	700.00	0.00
101-253-860.501	MILEAGE - DEPUTY TREASURER	500.00	500.00	0.00	0.00	500.00	0.00
101-253-900.000	PRINTING & PUBLISHING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-253-901.000	ADVERTISING	100.00	100.00	0.00	0.00	100.00	0.00
101-253-960.000	EDUCATION & TRAINING	4,500.00	4,500.00	20.00	0.00	4,480.00	0.44
101-253-965.000	DUES & PUBLICATIONS	500.00	500.00	0.00	0.00	500.00	0.00
<b>Total Dept 253 - TOWNSHIP TREASURER</b>		<b>174,232.20</b>	<b>174,232.20</b>	<b>23,169.40</b>	<b>11,677.70</b>	<b>151,062.80</b>	<b>13.30</b>
<b>Dept 258 - COMPUTER SUPPORT</b>							
101-258-726.000	SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-258-935.015	COMPUTER SUPPORT SYSTEMS	40,000.00	40,000.00	6,437.28	260.28	33,562.72	16.09
101-258-935.016	COMPUTER NETWORK	2,000.00	2,000.00	299.96	149.98	1,700.04	15.00
<b>Total Dept 258 - COMPUTER SUPPORT</b>		<b>45,000.00</b>	<b>45,000.00</b>	<b>6,737.24</b>	<b>410.26</b>	<b>38,262.76</b>	<b>14.97</b>
<b>Dept 265 - TOWNSHIP HALL</b>							
101-265-701.011	Maintenance Wages	100.00	100.00	0.00	0.00	100.00	0.00
101-265-726.003	SUPPLIES-MAINTANCE	4,000.00	4,000.00	353.10	353.10	3,646.90	8.83
101-265-850.000	TELEPHONE	18,000.00	18,000.00	1,905.50	817.14	16,094.50	10.59
101-265-920.601	HEATING / GAS	12,000.00	12,000.00	1,816.16	1,816.16	10,183.84	15.13

PERIOD ENDING 02/28/2023


GL NUMBER	DESCRIPTION	2023		YTD BALANCE 02/28/2023	ACTIVITY FOR MONTH 02/28/23	AVAILABLE BALANCE	% BDC USED
		ORIGINAL BUDGET	2023 AMENDED BUDGET				
<b>Fund 101 - GENERAL OPERATING FUND</b>							
<b>Expenditures</b>							
101-265-920.602	WATER / SEWER	6,000.00	6,000.00	171.61	171.61	5,828.39	2.86
101-265-920.603	LIGHTS BUILDING	14,000.00	14,000.00	872.57	872.57	13,127.43	6.23
101-265-935.601	SNOW PLOWING	10,000.00	10,000.00	1,820.00	1,820.00	8,180.00	18.20
101-265-935.602	LAWN MAINTENANCE	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-265-935.603	CLEANING SERVICE	28,000.00	28,000.00	1,350.00	1,350.00	26,650.00	4.82
101-265-935.604	RUBBISH REMOVAL	1,200.00	1,200.00	245.60	122.80	954.40	20.47
101-265-935.605	BUILDING REPAIR	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-265-935.606	ELECTRONIC PROTECTION SYSTEM	1,500.00	1,500.00	376.38	0.00	1,123.62	25.09
101-265-935.608	MAINTENANCE-OTHER	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
<b>Total Dept 265 - TOWNSHIP HALL</b>		134,800.00	134,800.00	8,910.92	7,323.38	125,889.08	6.61
<b>Dept 301 - POLICE SERVICES</b>							
101-301-830.000	POLICE CONTRACT	1,600,000.00	1,600,000.00	0.00	0.00	1,600,000.00	0.00
<b>Total Dept 301 - POLICE SERVICES</b>		1,600,000.00	1,600,000.00	0.00	0.00	1,600,000.00	0.00
<b>Dept 371 - TOWNSHIP BUILDING INSPECTOR</b>							
101-371-701.702	WAGES BUILDING ASSISTANT	18,926.50	18,926.50	2,972.16	1,486.07	15,954.34	15.70
101-371-701.703	WAGES - BUILDING OFFICIAL	93,634.42	93,634.42	14,405.28	7,202.64	79,229.14	15.38
101-371-701.704	WAGES - BUILDING INSPECTOR	27,552.50	27,552.50	3,416.52	2,039.96	24,135.98	12.40
101-371-701.705	WAGES - CONSTRUCTION BOARD	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-371-701.706	WAGES - BUILDING INTERN	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-371-701.707	WAGES-SOIL & EROSION	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-371-726.000	SUPPLIES	1,000.00	1,000.00	15.15	15.15	984.85	1.52
101-371-960.000	EDUCATION & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-371-965.000	DUES & PUBLICATIONS	1,000.00	1,000.00	345.00	0.00	655.00	34.50
<b>Total Dept 371 - TOWNSHIP BUILDING INSPECTOR</b>		155,113.42	155,113.42	21,154.11	10,743.82	133,959.31	13.64
<b>Dept 400 - PLANNING COMMISSION</b>							
101-400-701.800	WAGES - PLANNING	3,200.00	3,200.00	250.00	125.00	2,950.00	7.81
101-400-701.801	WAGES - PLANNING	3,200.00	3,200.00	375.00	250.00	2,825.00	11.72
101-400-701.802	WAGES - PLANNING	3,200.00	3,200.00	375.00	250.00	2,825.00	11.72
101-400-701.804	WAGES - PLANNING	3,200.00	3,200.00	375.00	250.00	2,825.00	11.72
101-400-701.805	WAGES - PLANNING	3,200.00	3,200.00	375.00	250.00	2,825.00	11.72
101-400-701.806	WAGES - PLANNING	3,200.00	3,200.00	375.00	250.00	2,825.00	11.72
101-400-701.808	WAGES - PLANNING	3,200.00	3,200.00	375.00	250.00	2,825.00	11.72
101-400-801.000	LEGAL SERVICES	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
101-400-805.000	CONTRACTED AND OTHER SERVICES	6,000.00	6,000.00	247.50	247.50	5,752.50	4.13
101-400-900.000	PRINTING & PUBLISHING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-400-901.000	ADVERTISING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-400-960.000	EDUCATION & TRAINING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-400-965.000	DUES & PUBLICATIONS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
<b>Total Dept 400 - PLANNING COMMISSION</b>		59,400.00	59,400.00	2,747.50	1,872.50	56,652.50	4.63
<b>Dept 401 - TOWNSHIP PLANNER</b>							
101-401-701.900	WAGES - DIRECTOR OF PLANNING	88,575.82	88,575.82	13,627.04	6,813.52	74,948.78	15.38
101-401-701.901	WAGES - DEPUTY PLANNER	63,203.23	63,203.23	9,564.52	4,861.78	53,638.71	15.13
101-401-701.902	WAGES -PLANNER ASSISTANT	14,684.23	14,684.23	2,229.10	1,114.55	12,455.13	15.18
101-401-701.903	WAGES - GIS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00

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		ORIGINAL BUDGET	2023 AMENDED BUDGET				
<b>Fund 101 - GENERAL OPERATING FUND</b>							
<b>Expenditures</b>							
101-401-726.000	SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-401-860.900	MILEAGE - TOWNSHIP PLANNER	300.00	300.00	0.00	0.00	300.00	0.00
101-401-860.901	MILEAGE - DEPUTY PLANNER	300.00	300.00	0.00	0.00	300.00	0.00
101-401-900.000	PRINTING & PUBLISHING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-401-960.000	EDUCATION & TRAINING	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-401-965.000	DUES & PUBLICATIONS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
<b>Total Dept 401 - TOWNSHIP PLANNER</b>		<b>181,063.28</b>	<b>181,063.28</b>	<b>25,420.66</b>	<b>12,789.85</b>	<b>155,642.62</b>	<b>14.04</b>
<b>Dept 410 - ZONING BOARD OF APPEALS</b>							
101-410-701.001	WAGES - ZONING	1,200.00	1,200.00	125.00	125.00	1,075.00	10.42
101-410-701.002	WAGES - ZONING	1,200.00	1,200.00	125.00	125.00	1,075.00	10.42
101-410-701.003	WAGES - ZONING	1,200.00	1,200.00	125.00	125.00	1,075.00	10.42
101-410-701.004	WAGES - ZONING	1,200.00	1,200.00	125.00	125.00	1,075.00	10.42
101-410-701.005	WAGES - ZONING	1,200.00	1,200.00	125.00	125.00	1,075.00	10.42
101-410-801.000	LEGAL SERVICES	10,000.00	10,000.00	32.96	0.00	9,967.04	0.33
101-410-805.000	CONTRACTED AND OTHER SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-410-901.000	ADVERTISING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-410-960.000	EDUCATION & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
<b>Total Dept 410 - ZONING BOARD OF APPEALS</b>		<b>20,000.00</b>	<b>20,000.00</b>	<b>657.96</b>	<b>625.00</b>	<b>19,342.04</b>	<b>3.29</b>
<b>Dept 412 - ZONING ADMINISTRATOR</b>							
101-412-701.601	WAGES - ZONING ADMINISTRATOR	63,203.23	63,203.23	9,723.56	4,861.78	53,479.67	15.38
101-412-701.602	WAGES - ZONING CODE ENFORCER	29,756.27	29,756.27	4,577.61	2,288.80	25,178.66	15.38
101-412-701.603	WAGES ZONING ASSISTANT	14,684.23	14,684.23	2,229.14	1,114.58	12,455.07	15.19
101-412-701.604	WAGES - ZONING CODE ENFORCER	23,635.87	23,635.87	3,636.80	1,818.40	19,999.07	15.39
101-412-701.606	WAGES - ZONING INTERN	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-412-726.000	SUPPLIES	1,000.00	1,000.00	269.10	269.10	730.90	26.91
101-412-860.601	MILEAGE - ZONING ADMIN	150.00	150.00	0.00	0.00	150.00	0.00
101-412-860.602	MILEAGE - DEPT ZONING	150.00	150.00	0.00	0.00	150.00	0.00
101-412-960.000	EDUCATION & TRAINING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-412-965.000	DUES & PUBLICATIONS	500.00	500.00	0.00	0.00	500.00	0.00
<b>Total Dept 412 - ZONING ADMINISTRATOR</b>		<b>140,079.60</b>	<b>140,079.60</b>	<b>20,436.21</b>	<b>10,352.66</b>	<b>119,643.39</b>	<b>14.59</b>
<b>Dept 448 - STREET LIGHTS - TOWNSHIP</b>							
101-448-920.005	STREET LIGHTS TOWNSHIP	96,000.00	96,000.00	5,789.97	5,789.97	90,210.03	6.03
<b>Total Dept 448 - STREET LIGHTS - TOWNSHIP</b>		<b>96,000.00</b>	<b>96,000.00</b>	<b>5,789.97</b>	<b>5,789.97</b>	<b>90,210.03</b>	<b>6.03</b>
<b>Dept 747 - COMMUNITY PROMOTIONS</b>							
101-747-880.003	COM. PROM. - ECONOMIC DEVELOPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-747-880.004	COM. PROM. - TC-TALUS	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-747-880.007	COM. PROM. - COMMUNITY AWAREN	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
101-747-880.008	COM. PROM. - CONTRACTED SERVI	50.00	50.00	0.00	0.00	50.00	0.00
101-747-880.009	COM. PROM. - TREE CARE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-747-880.011	COM. PROM. - P.E.G.	100,000.00	100,000.00	21,623.48	21,623.48	78,376.52	21.62
<b>Total Dept 747 - COMMUNITY PROMOTIONS</b>		<b>125,050.00</b>	<b>125,050.00</b>	<b>21,623.48</b>	<b>21,623.48</b>	<b>103,426.52</b>	<b>17.29</b>



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		ORIGINAL BUDGET	2023 AMENDED BUDGET				
<b>Fund 101 - GENERAL OPERATING FUND</b>							
<b>Expenditures</b>							
<b>Dept 806 - TOWNSHIP VEHICLES</b>							
101-806-862.000	GAS & CAR WASHES	3,000.00	3,000.00	105.74	105.74	2,894.26	3.52
101-806-863.000	OIL CHANGES	500.00	500.00	251.31	163.59	248.69	50.26
101-806-864.000	MISCELLANEOUS	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
<b>Total Dept 806 - TOWNSHIP VEHICLES</b>		<b>5,000.00</b>	<b>5,000.00</b>	<b>357.05</b>	<b>269.33</b>	<b>4,642.95</b>	<b>7.14</b>
<b>Dept 851 - EMPLOYEE BENEFITS &amp; INSURANCES</b>							
<b>WAGES</b>							
101-851-701.000	WAGES	9,100.00	9,100.00	1,500.24	750.12	7,599.76	16.49
101-851-701.027	UNEMPLOYMENT	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
101-851-873.001	John Hancock 403B	130,000.00	130,000.00	0.00	0.00	130,000.00	0.00
101-851-873.010	SOCIAL SECURITY - EMPLOYER	95,000.00	95,000.00	14,346.56	7,317.02	80,653.44	15.10
101-851-873.020	VACATION & PERSONAL PAYOUT	1,000.00	1,000.00	1,156.15	0.00	(156.15)	115.62
101-851-873.030	INSURANCE - EMPLOYEE HEALTH	430,000.00	430,000.00	71,222.47	22,670.69	358,777.53	16.56
101-851-873.040	INSURANCE - EMPLOYEE LIFE	10,000.00	10,000.00	675.82	0.00	9,324.18	6.76
101-851-912.001	INSURANCE - LIABILITY	16,743.00	16,743.00	16,743.00	0.00	0.00	100.00
101-851-912.002	INSURANCE - WORKMENS COMP.	10,000.00	10,000.00	6,975.00	0.00	3,025.00	69.75
<b>Total Dept 851 - EMPLOYEE BENEFITS &amp; INSURANCES</b>		<b>705,843.00</b>	<b>705,843.00</b>	<b>112,619.24</b>	<b>30,737.83</b>	<b>593,223.76</b>	<b>15.96</b>
<b>Dept 900 - CAPITAL OUTLAY</b>							
<b>CAPITAL OUTLAY - ELECTIONS</b>							
101-900-970.001	CAPITAL OUTLAY - ELECTIONS	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
<b>CAPITAL OUTLAY - TOWNSHIP HAL</b>							
101-900-970.002	CAPITAL OUTLAY - TOWNSHIP HAL	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00
<b>CAPITAL OUTLAY - COMPUTER</b>							
101-900-970.003	CAPITAL OUTLAY - COMPUTER	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
<b>CAPITAL OUTLAY - VEHICLES</b>							
101-900-970.004	CAPITAL OUTLAY - VEHICLES	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00
<b>Total Dept 900 - CAPITAL OUTLAY</b>		<b>147,500.00</b>	<b>147,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>147,500.00</b>	<b>0.00</b>
<b>Dept 965 - TRANSFERS TO OTHER FUNDS</b>							
<b>TRANSFER TO #206 FIRE FUND</b>							
101-965-990.206	TRANSFER TO #206 FIRE FUND	153,845.10	153,845.10	0.00	0.00	153,845.10	0.00
<b>TRANSFER TO #308 PARK SYS</b>							
101-965-990.308	TRANSFER TO #308 PARK SYS	478,503.91	478,503.91	0.00	0.00	478,503.91	0.00
<b>Total Dept 965 - TRANSFERS TO OTHER FUNDS</b>		<b>632,349.01</b>	<b>632,349.01</b>	<b>0.00</b>	<b>0.00</b>	<b>632,349.01</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>		<b>5,079,579.36</b>	<b>5,079,579.36</b>	<b>355,821.53</b>	<b>173,571.04</b>	<b>4,723,757.83</b>	<b>7.00</b>
<b>Fund 101 - GENERAL OPERATING FUND:</b>							
<b>TOTAL EXPENDITURES</b>		<b>5,079,579.36</b>	<b>5,079,579.36</b>	<b>355,821.53</b>	<b>173,571.04</b>	<b>4,723,757.83</b>	<b>7.00</b>

GL NUMBER	DESCRIPTION	2023		YTD BALANCE 02/28/2023	ACTIVITY FOR MONTH 02/28/23	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2023 AMENDED BUDGET				
Fund 308 - PARK SYSTEM FUND							
Expenditures							
Dept 000							
308-000-701.905	WAGES - REC BOARD	5,200.00	5,200.00	875.00	250.00	4,325.00	16.83
308-000-701.906	Parks Steward	29,765.27	29,765.27	4,577.61	2,288.80	25,187.66	15.38
308-000-701.907	Park Steward 2	23,635.87	23,635.87	3,636.80	1,818.40	19,999.07	15.39
308-000-801.000	LEGAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
308-000-805.000	CONTRACTED AND OTHER SERVICES	71,080.00	71,080.00	3,528.57	3,035.46	67,551.43	4.96
308-000-864.000	MISCELLANEOUS	100.00	100.00	0.00	0.00	100.00	0.00
308-000-880.001	COM. PROM. - SILVER LAKE PARK	100.00	100.00	0.00	0.00	100.00	0.00
308-000-880.006	COM. PROM. - BVNP (YMCA)	100.00	100.00	0.00	0.00	100.00	0.00
308-000-880.008	COM. PROM. - Cont. Serv GTCD	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
308-000-880.012	COM. PROM. - GT COMMONS	100.00	100.00	0.00	0.00	100.00	0.00
308-000-880.013	COM. PROM. - BOARDMAN RIVER	100.00	100.00	0.00	0.00	100.00	0.00
308-000-880.014	COM. PROM. - MILLER CREEK	100.00	100.00	0.00	0.00	100.00	0.00
308-000-880.016	COM. PROM. - KIDS CREEK PARK	100.00	100.00	0.00	0.00	100.00	0.00
308-000-880.019	RIVER EAST RECREATION AREA	100.00	100.00	0.00	0.00	100.00	0.00
308-000-890.000	CONTINGENCIES	2,872.77	2,872.77	0.00	0.00	2,872.77	0.00
308-000-935.000	MAINTENANCE - MISC, EQUIP	25,000.00	25,000.00	154.34	134.35	24,845.66	0.62
308-000-970.000	CAPITAL OUTLAY	474,000.00	474,000.00	0.00	0.00	474,000.00	0.00
Total Dept 000		638,353.91	638,353.91	12,772.32	7,527.01	625,581.59	2.00
Dept 851 - EMPLOYEE BENEFITS & INSURANCES							
308-851-873.010 SOCIAL SECURITY - EMPLOYER							
Total Dept 851 - EMPLOYEE BENEFITS & INSURANCES		5,150.00	5,150.00	685.61	328.13	4,464.39	13.31
TOTAL EXPENDITURES		5,150.00	5,150.00	685.61	328.13	4,464.39	13.31
TOTAL EXPENDITURES		643,503.91	643,503.91	13,457.93	7,855.14	630,045.98	2.09
Fund 308 - PARK SYSTEM FUND:							
TOTAL EXPENDITURES		643,503.91	643,503.91	13,457.93	7,855.14	630,045.98	2.09

		<b>Charter Township of Garfield</b>	
		<b>Planning Department Report No. 2023-34</b>	
Prepared:	March 9, 2023	Pages:	1
Meeting:	March 14, 2023 – Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	2023 Michigan Natural Resources Trust Fund Grant – Public Meeting		

**BACKGROUND:**

The Township Board adopted the Garfield Township 2023-2027 Parks and Recreation Master Plan, including the Grand Traverse Commons Natural Area Design Plan, at their meeting on January 10, 2023. The Plan was approved by the Michigan Department of Natural Resources (MDNR) in February 2023 and allows the Township to maintain eligibility for MDNR grant programs including the Michigan Natural Resources Trust Fund (MNRTF).

The Township Board supports applying for an MNRTF grant. Notice was given in the newspaper for a public meeting to be held at this regular Township Board meeting to receive input about the application. The application is due to MDNR by April 1, 2023.

The draft grant application is attached to this report, including a project location map and a resolution supporting the application. The application provides details on the site and project, project funding, natural features and wildlife on the site, public access opportunities, and trails.

**ACTION REQUESTED:**

The purpose of placing this item on the agenda is to allow the public the opportunity to review and comment on the grant application. Following the opportunity for public input, and following discussion by the Township Board, if the Township Board is in support of the grant application, then the following motion is offered for your consideration:

MOTION THAT Resolution #2023-07-T, attached to Planning Department Report 2023-34, in support of an application for the Michigan Natural Resources Trust Fund grant program, BE ADOPTED.

Any additional information deemed necessary by the Township Board should be added to this motion.

**Attachments:**

1. Draft MNRTF Grant Application
2. Project Location Map
3. Resolution #2023-07-T

**CHARTER TOWNSHIP OF GARFIELD  
GRAND TRAVERSE COUNTY, MICHIGAN**

**RESOLUTION #2023-07-T**

**RESOLUTION IN SUPPORT OF APPLICATION FOR THE  
MICHIGAN NATURAL RESOURCES TRUST FUND GRANT PROGRAM**

**WHEREAS**, the Grand Traverse Commons Natural Area Design Plan was developed to guide improvements to trail and recreation opportunities at the Grand Traverse Commons Natural Area, and to address issues such as wetlands, erosion, and protection of the environment; and

**WHEREAS**, the Charter Township of Garfield Township Board adopted on January 10, 2023 the 2023-2027 Five-Year Parks and Recreation Master Plan, which includes the Grand Traverse Commons Natural Area Design Plan; and

**WHEREAS**, the Michigan Department of Natural Resources (MDNR) accepted the Township's 2023-2027 Five-Year Parks and Recreation Master Plan maintaining the Township's eligibility for MDNR grant programs; and

**WHEREAS**, the Michigan Natural Resources Trust Fund (MNRTF) program provides matching grants to Michigan municipalities for recreational facility development projects; and

**WHEREAS**, to begin implementation of the Grand Traverse Commons Natural Area Design Plan, the Township is applying for an MNRTF grant for the construction of a universally accessible (UA) 1.4-mile trail loop within the northern portion of the park; and

**WHEREAS**, a public meeting was held on March 14, 2023 to allow the public an opportunity to provide input for the proposed grant application;

**NOW, THEREFORE, BE IT RESOLVED**, that the Charter Township of Garfield Township Board does hereby support grant application TF23-0025 in amount of \$300,000 to the MNRTF to fund the initial implementation of the Grand Traverse Commons Natural Area Design Plan and commits to using up to \$368,100 in Township matching funds as a 55% local financial match to the project.

# Application Narrative

## Instructions:

1. The application narrative is an important source of information used to evaluate and score your application. It will provide Grants Management with an overall picture of your proposed project. It is strongly recommended that you review the MNRTF Application Guidelines for additional clarification of what items should be included in the application narrative.
2. Click **Save** to save changes.
3. See the 2023 Natural Resources Trust Fund Application Guidelines [here](#) for guidance.

### \*I. Project Justification and Support:

*What is today the site of the Grand Traverse Commons was previously the Northern Michigan Asylum / Traverse City State Hospital, which treated patients experiencing mental health issues. The State Hospital upheld a philosophy of "beauty is therapy" and offered patients access to nature, light, sunshine, and fresh air. Today, the Grand Traverse Commons Natural Area offers its beauty as therapy to the community as a major park near an urban area. However, many existing trails on the site are social trails which are poorly constructed and contribute to issues such as erosion. These trails are also generally inaccessible for many people with disabilities.*

*Garfield Township is applying for this MNRTF grant to construct a 1.25-mile Universally Accessible trail on the northern portion of this park. Garfield's 5-Year Parks and Recreation Plan (5-Year Plan) includes the Grand Traverse Commons Natural Area Design Plan (Design Plan), which guides future projects in this park and included an extensive public input process. This project supports the goals and objectives of the 5-Year Plan, including to build out the trail system design as envisioned in the Design Plan (p. 62 of 5-Year Plan / p. 66 of PDF) and to consider accessible design elements in all projects (p. 63 of 5-Year Plan / p. 67 of PDF). The project is also supported by the public input process for the Design Plan.*

*The MNRTF Board is emphasizing trails and regionally significant projects in 2023. Our project will provide enhanced access for all people to the trail system of this park. The trail is a key piece of the TART Trails network, providing regional non-motorized connections. The Grand Traverse Commons Natural Area is also a regionally significant parkland given its proximity to the urban area and its historical significance as the former State Hospital. This project supports the goal in the SCORP to "Improve and expand recreational access."*

*(Public Input - Public Meeting to be held on March 14)*

*The Township has received several letters of support from community organizations and individuals who are in favor of the project. These letters of support are included as attachments to this application.*

*This project is for a Universally Accessible trail and is intended to provide access to people of all abilities. As such, the Township discussed the project with representatives of Disability Network Northern Michigan, a local advocacy group, and Cordia at Grand Traverse Commons, a senior living community located near the proposed trail which has many residents with mobility issues. Disability Network Northern Michigan performed an Accessibility Review of the project.*

*(Insert results from Accessibility Review)*

### \*II. Project Description:



*The proposed project is a 1.25-mile Universally Accessible (UA) trail loop on the northern portion of this park. The trail will include the following materials:*

- \* 6,117 feet of crushed gravel, 10 feet wide*
- \* 344 feet of boardwalk, 10 feet wide, including 1 foot-bridge*

*The trail provides direct access to the Village at Grand Traverse Commons, a historic preservation and adaptive reuse of the historic former State Hospital buildings. The Village includes residences, restaurants, offices, and shops, and the direct access to the trail offers a unique recreation for anyone living at or visiting the Village. The trail will be contained on Township parkland, but will also be accessible directly from the Village at two locations.*

*The trail is a key piece of the regional TART Trails network to which the Commons Natural Area is connected. To the east of the park, a network of trails and neighborhood streets leads to the Mall Trail, Boardman Lake Loop Trail, and the TART Trail towards Acme. Elmwood Street provides a route north of the Commons toward the Leelanau Trail. To the west of the park, the new Traverse Ridge Trail is part of a future connection envisioned to Hickory Hills and Hickory Meadows.*

*Currently, one of the main trails on the site connects the trailhead at Red Drive to the trailhead at North Long Lake Road along an old two-track road. This trail has been well worn since the Township acquired the first portion of the parkland in 1993. Most of this trail will be incorporated into the UA trail with the main upgrades being a wider trail width, more durable and accessible surface, and erosion control.*

*Although the site is well-known as public parkland, signage and wayfinding still needs to be improved. The trail for this project is envisioned as the backbone of the trail system on the site, and improved wayfinding signage is anticipated as part of this project. Future improvements to the trailhead at Red Drive include improved site entry signage. The trailhead is less than 1,000 feet from the bus stop served by BATA. The BATA Bayline bus route connects this area to Munson Medical Center, Downtown Traverse City, and East Bay Township.*

**\*III. Natural Resource Access and Protection:**

*The Commons Natural Area includes two areas protected by conservation easements: "Grand Traverse Commons VV" (established in 2000) and "Grand Traverse Commons Addition" (established in 2004). Both easements are managed by the Grand Traverse Regional Land Conservancy (GTRLC). These easements state the conservation values of the site, indicating: "The Property possesses natural, scenic, open space, scientific, biological and ecological values of prominent importance to the Owner, the Conservancy and the public." Specific Conservation Values identified on both of these easements include the following:*

- \* Significant natural habitat in which fish, wildlife, plants or a similar ecosystem thrive in a natural state*
- \* A scenic landscape and natural character which would be impaired by a modification of the Property*
- \* Steep sensitive slopes that would be in danger of erosion if modification of the property should occur*
- \* A natural area that provides public recreation for passive, non-destructive outdoor activities*
- \* A natural habitat that is in close proximity to schools that can utilize the area for outdoor education*
- \* The Property and adjacent land provides migration, breeding, feeding, nesting, and/or brood rearing habitat for at least 107 species of birds*

*This portion of the site includes significant wetlands. The Commons VV easement identifies a specific Conservation Value of "Natural wetland areas that provide habitat for aquatic invertebrates, reptiles and amphibians and aquatic or emergent vegetation. The proposed trail will be designed sustainably to protect the wetlands on the site, and will replace many of the existing social trails and discourage further social trail construction.*

*(Insert Land Management Plan or Maintenance Plan, or details of howsite will be maintained and managed)*

**IV. Other Information:**

Moved:

Supported:

Ayes:

Nays:

Absent and Excused:

By: \_\_\_\_\_  
Lanie McManus, Clerk  
Charter Township of Garfield

**CERTIFICATE**

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of Resolution 2023-07-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of March, 2023.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lanie McManus, Clerk  
Charter Township of Garfield

# Section A: Applicant Site and Project Information

## Instructions:

1. Click **Save** to save changes.
2. See the Michigan Natural Resources Trust Fund Application Guidelines [here](#) for guidance.

## Michigan Natural Resources Trust Fund

### 2023 Grant Application

*This information is requested by authority of Part 19 of Act 451 of 1994, to be considered for a recreation grant.*

Is the application for site development or land acquisition?

Development  Acquisition

#### \*Name of Applicant (Government Unit)

*Garfield Charter Township - Grand Traverse*

#### \*SIGMA Vendor Number

*381915740*

#### \*SIGMA Address ID

*001*

#### \*Name of Authorized Representative

*John Sych*

#### \*Title

*Planning Director*

#### Address

*3848 Veterans Drive*

#### City

*Traverse City MI*

#### State

#### \*ZIP

*49686*

#### \*County

*Grand Traverse County*

#### Telephone

*(231) 941-1620*

#### \*E-mail

*jpsych@garfield-twp.com*

#### \*State House District

*District 103*

#### \*State Senate District

*District 37*

#### \*U.S. Congress District

*District 1*

The following link contains District Maps - <https://www.michigan.gov/micro/mapping-process/final-maps>

#### \*Proposal Title (Not to exceed 60 characters)

*Grand Traverse Commons Natural Area Accessible Trail*

**\*Proposal Description**

*Garfield Charter Township recently completed a design plan and community vision for the Grand Traverse Commons Natural Area. The plan guides improvements to trails and recreation opportunities, and looks to address issues such as wetlands, erosion, and environmental protection.*

*The proposed project for this application is to construct a 1.25-mile long universally accessible (UA) trail loop in the northern portion of this park, beginning and ending at the trailhead at Red Drive. This trail would provide greater access to recreation for everyone and would be one of the first projects to implement the design plan. This trail loop is part of the regional TART Trails network. Future projects will include improved connections to the greater trail network.*

*Many existing trails at this park are social trails that were not built sustainably, contributing to erosion issues. This trail will be designed and built to withstand erosion and to discourage further social trail construction.*

<b>*Address of Site</b>	<b>*City, Village or Township of Site</b>	<b>*Zip</b>
Red Drive	Garfield Charter Township	49684

<b>*Park Name</b>	<b>*County in which Site is located</b>
Grand Traverse Commons Natural Area	Grand Traverse

**\*Town, Range and Section Numbers of Site Location**

*Letters must be upper-case:  
(examples: T02N, R13E, 22)*

**\*Latitude/Longitude at park entrance**

<b>(Town)</b>	<b>(Range)</b>	<b>(Section)</b>	<b>(Latitude)</b>	<b>(Longitude)</b>
T27N	R11W	09	44.751854	-85.646501
\$		\$		\$





<b>*(3) Program Name</b>		<b>*Administering Agency</b>	
<b>*Contact Name for Administering Agency</b>	<b>*Telephone</b>		<b>*Amount</b> \$

**\*Type of Funds**

Grant funds awarded

*Date grant funds approved*

Grant funds applied for, not yet approved

*Estimated approval date*

Appropriated funds

*Date appropriated*

**Other, explain**

\*Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes

No

\*Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes

No

d) Cash Donations

\$

e) Donated Labor and/or Materials

\$

f) Donated Land Value (acquisition applications only)

\$

## Section C2: Project Details

### Instructions:

- All required fields are marked with an \*.
- Use the Save button to save text and calculate data on each page.
- Save at least every 30 minutes to avoid losing data.
- See the 2023 Michigan Natural Resources Trust Fund Application Guidelines [here](#) for guidance.
- You may upload a cost breakdown in the required uploads page as supporting documentation.

### Development Applications ONLY

\* Applicant's current control of the site:

Fee Simple

Lease

Easement

Other (describe)

\*Age of Park 30  
Years

\* Acres 185.00

### Project Cost Estimate Table

**YOU MUST CHOOSE SCOPE ITEM(S) FROM THE LIST IN THE DROP DOWN BOX.**

<u>SCOPE ITEM</u>	<u>DNR ONLY Accessibility Guidelines</u>	<u>QUANTITY</u>	<u>TOTAL ESTIMATED COST</u>
Trail 8' wide or more		6117 feet	\$321,200
Boardwalk		344 feet	\$153,600

Select the plus sign button to create new rows.

Other: Foot bridge		1	\$105,000
-----------------------	--	---	-----------

**Do not list the aspects of project execution, such as labor, construction equipment, contingency, site work, grading or raw materials.**

Select the plus sign button to create new rows.

Permit Fees	\$1,000
MNRTF Sign	\$300
<b>Subtotal</b>	<b>\$581,100</b>
<b>Engineering (These fees may not exceed 20% of subtotal)</b>	<b>\$87,000</b>

**Total Estimated Cost** (*Must equal Total Project Cost amount on Section B page.*)

**\$668,100**

## Section D: Justification of Need

### Instructions:

1. Click **Save** to save changes.
2. See the 2023 Natural Resources Trust Fund Application Guidelines [here](#) for guidance.

**\*1) If you are submitting multiple acquisition or development applications, what is the priority for this application? (1 = highest)**

1

**\*2) What page(s) of your recreation plan is the need for the proposed project discussed?**

*If proposed project is on only one page, please enter the page number in both boxes*

**From:** **To:**

47 47

**From:** **To:**

66 67

**From:** **To:**

163 165

**\*3) What was the date(s) of public meeting to discuss submission of the grant application?**

3/14/2023

**Additional dates:**

3/6/2023

**\*4) Did you gather public input from individuals with disabilities, their families, or advocates?**

No  Yes

**\*5) Are you the primary provider of recreation services to any surrounding communities, as documented in your recreation plan?**

No Yes

**List Communities:**

**\*6) Explain how you plan to address safety considerations and crime prevention in the project area?**

*The Township has two Park Stewards who conduct regular monitoring of the Township parklands to help prevent crime, and trail cameras have also been used to help prevent crime such as graffiti. The proposed trail materials of crushed gravel and boardwalk will help allow access for everyone, avoiding asphalt which may be slick in wet conditions. The trail will be at least 10 feet wide to allow for safe use of the trail by hikers and cyclists.*

**\*7) Explain how you will make the public aware of the project, as well as the efforts you will use to publicize and promote your project. Include marketing methods that will effectively communicate with persons with disabilities.**

*The Township will utilize the project page for Implementation of the Commons Natural Area Design Plan on the Township website, as well as direct communication with community organizations and other stakeholders, to raise public awareness of the project. For outreach to persons with disabilities, the Township will continue dialogue with the Disability Network Northern Michigan and Cordia at Grand Traverse Commons.*

**\*8) Does the applicant have a formal recreation department or committee? Please explain below. For park committees, describe how members are appointed, their roles and responsibilities. List of members and meeting schedule.**

*The Township has two Park Stewards (Derek Morton, Sean Kehoe) who conduct regular maintenance and monitoring of the Township parklands. The Township has a seven-member Parks and Recreation Commission (Chris DeGood, Fern Spence, Chris Remy, Denise Schmuckal, Art Bukowski, Andy Hoort, Bill Scott) appointed by the Township Board. This Commission is the recommending body for policy decisions on the Township's parks and recreation system, and meets on the 1st Monday of every other month.*



## Section E: Application History and Stewardship

### Instructions:

1. Click **Save** to save changes.
2. See the 2023 Natural Resources Trust Fund Application Guidelines [here](#) for guidance.

**NO**    **YES**

\*1) Questions 1 is for acquisition applications only - for development projects, leave blank and move to question 2.

Will the applicant have adequate funds on hand to complete the acquisition transaction without any third party assistance (i.e. loans, lines of credit, etc.) **until partial reimbursement and final audit is completed** (approximately 180 days after closing)?

If yes, please provide documentation that supports this on the Required Attachments page.

\*2) Has applicant received DNR recreation grant(s) in the past?

*If yes, does applicant currently have an open, active grant?*

\*3) Has applicant closed, sold, or transferred any parkland or recreation facilities in the past 5 years?

*(If yes, provide comments below)*

\* 4) Does applicant have a known unresolved conversion of grant-assisted parkland?

(Note: a conversion is a change from public outdoor recreation use to some other use.)

*(If yes, provide comments below)*

\*5) Does applicant have a "residents only" policy for this park or other parks or recreation facilities?

*(If yes, provide comments below)*

\*6) Do you now or do you intend in the future to charge an entrance fee to the project site?

**\*7) What is the applicant's current year budget for parks and recreation?**

\$638,504.00

**\*8) What are the estimated operation and maintenance costs associated with the project?**

\$30,000.00

Comments:

*Garfield Charter Township has received 6 total grants from the Michigan Natural Resources Trust Fund grant program, with the first being in 2002.*

## Section F: Site Conditions

### Instructions:

1. Complete the following property checklist on the environmental Conditions at the project site and adjacent areas, using information from the past ten years or longer, as appropriate.
2. If you answer **YES** or **UNKNOWN** to questions 1-15, you are required to prepare an environmental report. See the 2023 Natural Resources Trust Fund Application Guidelines [here](#) for guidance.
3. Click **Save** to save changes.

**NO**    **YES**    **UNKNOWN**

- |  |     |
|--|-----|
| *1) Does the applicant, landowner, or others have knowledge that any portion of the property is or has been used for industrial purposes, including manufacturing and/or minerals' processing or extraction (sand, gravel, oil, or gas) at this time or in the past?   | [X] |
| *2) Does the applicant, landowner, or others have knowledge that any portion of the property is currently being used or has been used in the past for a gas station, motor vehicle service or repair facility, commercial printing facility, dry cleaners, photo developing lab, junkyard, landfill, waste treatment, storage, processing or recycling or disposal facility? | [X] |
| *3) Does the applicant, landowner, or others have knowledge that any of the following are or have in the past been stored, discarded, or used on the property – automotive or industrial batteries, pesticides or other chemicals used in agricultural practices, paints, industrial waste, or other chemicals in drums or other containers?                                 | [X] |
| *4) Does the applicant, landowner, or others have knowledge that fill dirt or other fill material of unknown origin is on this property or has in the past been placed on the property?  | [X] |
| *5) Does the applicant, landowner, or others have knowledge of any evidence of leaks, spills, or stains from a substance other than water at this time or in the past?   | [X] |
| *6) Does the applicant, landowner, or others have knowledge that there are or have in the past been waste disposal pits, lagoons, or ponds on the property?  | [X] |
| *7) Does the applicant, landowner, or others have knowledge that there are at this time or have in the past been registered or unregistered storage tanks on the property?   | [X] |
| *8) Does the applicant, landowner, or others have knowledge that contaminated groundwater lies below the property?   | [X] |
| *9) If there is a water well on the property, does the applicant, landowner, or others have knowledge that contaminants have been identified in the well that exceeded legal standards or has the well been identified as contaminated by a government agency?   | [X] |
| *10) Has the landowner been notified about any current violations of environmental laws pertaining to activities on the property or does applicant, landowner, or others have knowledge about past violations?   | [X] |
| *11) Has the landowner been notified of any environmental assessments of the property that identified a) the presence of hazardous substances, petroleum products, or contamination; or b) the need for further assessment?  | [X] |
| *12) Does the applicant, landowner, or others have knowledge that any hazardous substances, unidentified waste materials, tires, or automotive or industrial batteries have been dumped above ground, buried, or burned on the property?   | [X] |
| *13) Is the property listed on any federal or state list of contaminated sites, including the site of a leaking underground storage tank?  | [X] |
| *14) Does the applicant, landowner, or others have knowledge that any of the adjoining properties are currently being used or have been used in the past for the purposes listed in the previous questions 1-13?   | [X] |

\*15) Has an environmental assessment been completed for the site?

*If yes, please provide documentation that supports this on the Required Attachments page.*

\*16) Are permits required for the development of the site?

If **'Yes'** or **'Unknown'** was selected for any of the questions on this page, please explain here:

*This park was previously part of the Traverse City State Hospital operations before being deeded to the Township in 1993 and has been largely unchanged since that time. In 2021, to better understand current site conditions, the Township and Grand Traverse County Brownfield Redevelopment Authority retained Environmental Consulting & Technology, Inc. (ECT) to perform a Phase I Environmental Site Assessment (ESA) of the site.*

*The Phase I ESA included a review of historical records and found that past uses included farmland and roadway (1930's-1970's), sand/gravel pit operations (1950's-1980's), radio towers (1980's-2000's), and a landfill (1930's-1980's). The purpose of this assessment was to identify potential adverse environmental conditions associated with the site.*

*One Recognized Environmental Condition (REC) was identified. An approximately 3.13-acre area on the central portion of the site was formerly used as a landfill associated with the adjacent state hospital facility as early as the 1930's through the early 1980's. At the time of their site visit, ECT observed debris fill, trash and waste fill, and metal scrap including a rusted drum of unknown former content at this area. Past soil borings indicated that the fill material mostly consisted of incinerator ash. Arsenic, selenium, lead, and zinc were detected in the soil samples at concentrations that exceed EGLE Part 201 groundwater surface water interface protection criteria and statewide default background levels. Therefore, this park site is considered a "Facility" as defined by the Natural Resources Environmental Protection Act (NREPA).*

*Based on the findings with reference to various due care obligations, the Phase I ESA recommends avoiding the landfill area with respect to future development or improvements in an effort to eliminate any potential exposure risks. The Township does not plan to disturb the landfill area as part of this project. The full Phase I ESA is included as an attachment.*

# Section G: Natural Features of The Project Site

## Instructions:

1. Click **Save** to save changes.
2. Great Lakes connecting waters are defined in the *2023 Michigan Natural Resources Trust Fund Application Guidelines*.
3. See the 2023 Natural Resources Trust Fund Application Guidelines [here](#) for guidance.

**To the best of your knowledge, does the project site include:**

**\*Great Lakes shoreline or Great Lakes connecting water frontage?**

**No** **Yes**

**\*Inland lake frontage?**

**No** **Yes**

**\*River and/or tributary frontage?**

**No**  **Yes**

**If yes, name of water body:**

*Kids Creek (tributaries)*

**How many linear feet of frontage?**

3,270

Is the river or tributary a state natural river or a federally dedicated wild and scenic river?

**No** **Yes**

**\*Wetland acreage or frontage?**

**No**  **Yes**

If yes, please list the number of acres of the type(s) of wetland(s) on site:

<b>Marsh</b>	<b>Bog</b>	<b>Dune and swale complex</b>
<b>Prairie</b>	<b>Forest</b>	<b>Boreal Forest</b>
<b>Fen</b>	<b>Shrub</b>	<b>Type unknown</b>

9.22

Is documentation of type and quality with application?

**No** **Yes**

**\*Other water acreage or frontage?**

**No** **Yes**

**\*Sand dunes?**

**No** **Yes**

**\*Dedicated state or federal listed wilderness or dedicated natural area or Pigeon River County State Forest land or inholding?**

**No**

**Yes**

**\*Rare species or any other significant feature as defined by the Michigan Natural Features Inventory?**

**No**

**Yes**



## Section H: Wildlife Values of The Project Site

**Instructions:**

1. Click **Save** to save changes.
2. See the 2023 Natural Resources Trust Fund Application Guidelines [here](#) for guidance.

***Will the proposed park or park development:***

- |  |   |            |
|--|---|------------|
| * <b>Protect wildlife habitat</b> (for example, breeding grounds, winter deeryards, den sites)?            | <input checked="" type="checkbox"/> <b>No</b> | <b>Yes</b> |
| * <b>Act as a wildlife corridor between existing protected areas or buffer an existing protected area?</b> | <input checked="" type="checkbox"/> <b>No</b> | <b>Yes</b> |

# Section I: Natural Resource Recreation Opportunities

## Instructions:

1. Click **Save** to save changes.
2. See the 2023 Natural Resources Trust Fund Application Guidelines [here](#) for guidance.

**Will the proposed park or park development provide new or additional:**

- |  |  |   |
|--|--|---|
| *Water recreation opportunities?                             | <input checked="" type="checkbox"/> No | Yes                                     |
| *Motorized recreation opportunities (ORV and/or Snowmobile)? | <input checked="" type="checkbox"/> No | Yes                                     |
| *Hunting Opportunities?                                      | <input checked="" type="checkbox"/> No | Yes                                     |
| *Fishing opportunities?                                      | <input checked="" type="checkbox"/> No | Yes                                     |
| *Bird watching or other nature viewing opportunities?        | No                                     | <input checked="" type="checkbox"/> Yes |

If yes, what species can be viewed?

*Passerines, woodpeckers, woodcock, Wilson's Snipe, hawks, falcons, Barred/Great Horned Owls, & more*

- |  |    |   |
|--|----|---|
| *Nature interpretation or education opportunities? | No | <input checked="" type="checkbox"/> Yes |
|--|----|---|

If yes, how are the interpretation or education opportunities provided? (check all that apply)

- |  |                                   |
|--|-----------------------------------|
| <input checked="" type="checkbox"/> Interpretive signage | Part time or volunteer naturalist |
| Interpretive brochures                                   | Full time naturalist              |
| Nature center  |                                   |

- |   |  |     |
|---|--|-----|
| Have you formed a partnership with another organization to provide interpretive/educational services? | <input checked="" type="checkbox"/> No | Yes |
|---|--|-----|

# Section J: Public Access Opportunities

## Instructions:

1. Click **Save** to save changes.
2. See the 2023 Natural Resources Trust Fund Application Guidelines [here](#) for guidance.

**\* Will the site be open to the general public?**

**No**

**Yes**

List the hours open to the public:

	From	To	Closed
Sunday	<i>Dawn</i>	<i>Dusk</i>	
Monday	<i>Dawn</i>	<i>Dusk</i>	
Tuesday	<i>Dawn</i>	<i>Dusk</i>	
Wednesday	<i>Dawn</i>	<i>Dusk</i>	
Thursday	<i>Dawn</i>	<i>Dusk</i>	
Friday	<i>Dawn</i>	<i>Dusk</i>	
Saturday	<i>Dawn</i>	<i>Dusk</i>	
Holidays	<i>Dawn</i>	<i>Dusk</i>	

Comment:

# Section K: Trails

## Instructions:

1. Click **Save** to save changes.
2. See the 2023 Natural Resources Trust Fund Application Guidelines [here](#) for guidance.

### \* Is the proposed site a trail?

No

Yes

Who is the primary intended user? (Check one)

Hikers/Pedestrians

Road Bicyclists

Equestrians

Mountain Bicyclists

Cross-Country Skiers

Snowmobilers

Other motorized vehicle users

Other, explain:

Who are the secondary users?

Hikers/Pedestrians

Road Bicyclists

Equestrians

Mountain Bicyclists

Cross-Country Skiers

Snowmobilers

Other motorized vehicle users

Other, explain:

Is the trail connected to another trail(s) or part of a larger trail network?

No

Yes

If yes, what is the name of the network?

TART Trails Network

How long is the trail?

6,461

Total linear feet

Linear feet bituminous (paved)

344

Linear feet boardwalk (if applicable)

Linear feet sidewalk

6,117

Linear feet other hard surface

What is the width of the trail?

10

Linear feet

**\* Is this proposed project part of the Iron Belle Trail (Governor's Showcase Trail)? View the interactive IBT map [here](#).**

(Applicable for Development or Acquisition)







**No**

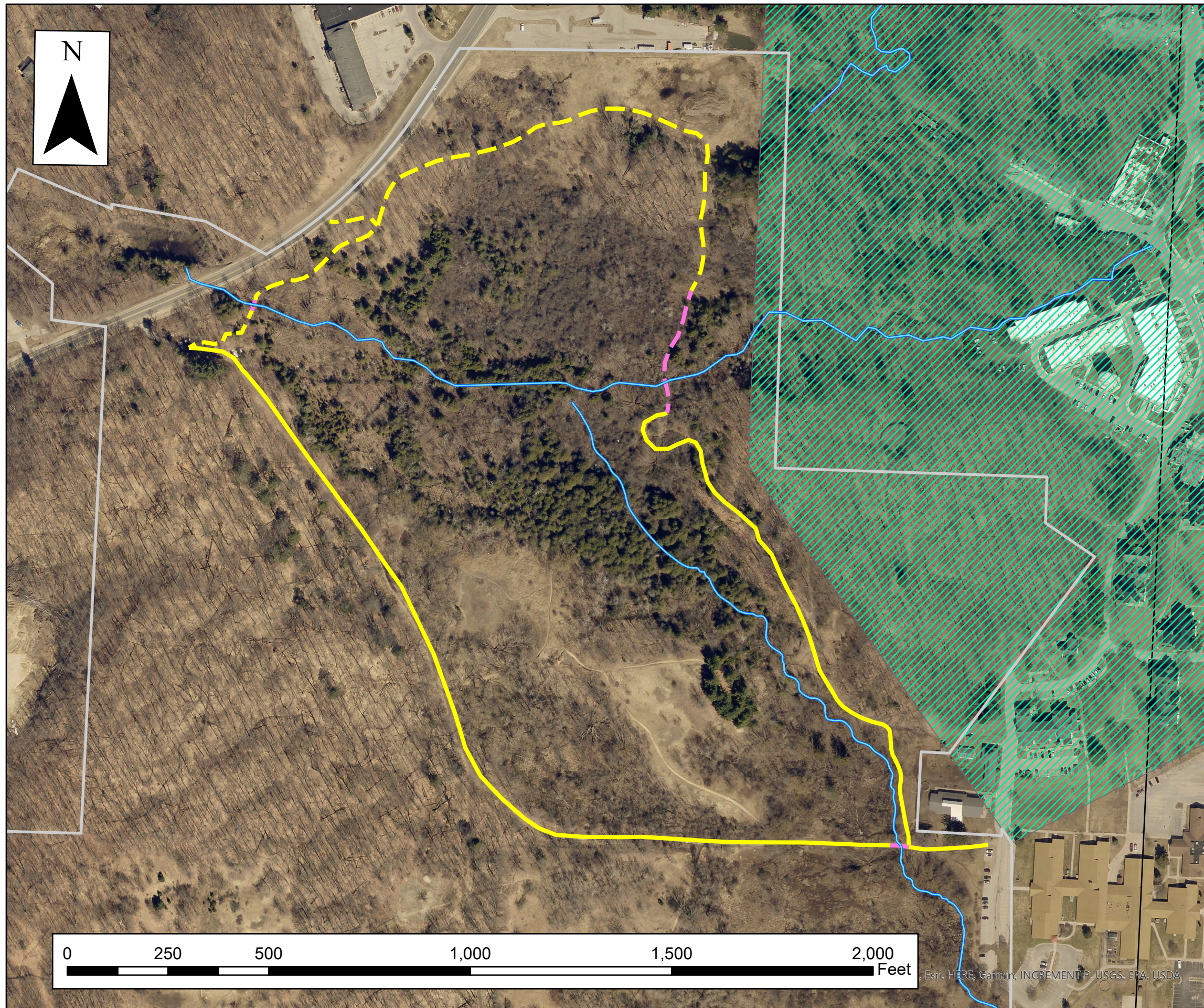
**Yes**



# Project Location Map

## Legend

-  Streams
  -  Historic Easement
- ### Project Scope
- #### Proposed Materials
-  Existing Trail (existing footbridge and boardwalk)
  -  Existing Trail (to be improved with crushed gravel)
  -  Proposed New Trail (boardwalk with foot bridges for stream crossings)
  -  Proposed New Trail (crushed gravel)



### Garfield Charter Township

3848 Veterans Drive  
Traverse City, MI 49684  
Phone: 231.941.1620  
Fax: 231.941.1688  
[www.garfield-twp.com](http://www.garfield-twp.com)



**NOT A LEGAL SURVEY**

This map is based on digital databases prepared by Garfield Township. The Township does not warrant, expressly or impliedly, that the information on this map is current or positionally accurate. Always contact a surveyor to be sure of where your property lines are located.



**FLOCK GROUP INC.  
SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

<p><b>Agency:</b> MI - Garfield Township</p> <p><b>Legal Entity Name:</b></p>	<p><b>Contact Name:</b> Chuck Korn</p>
<p><b>Address:</b> 3848 Veterans Drive Traverse City, Michigan 49684</p>	<p><b>Phone:</b> (231) 941-1620 <b>E-Mail:</b> ckorn@garfield-twp.com</p>
<p><b>Expected Payment Method:</b></p>	<p><b>Billing Contact:</b> (if different than above)</p>

<p><b>Initial Term:</b> 60 months <b>Renewal Term:</b> 60 months</p>	<p><b>Billing Term:</b> Invoice Plan payment due Net 30 per terms and conditions <b>Billing Frequency:</b> 1 year invoices broken into 3 payments. 1st invoice: All professional services/implementation costs and 50% of Annual Recurring Subtotal. 2nd Invoice: 25% of Annual Recurring Subtotal. 3rd Invoice: 25% of Annual Recurring Subtotal. Annual payment at annual subscription term date invoiced for the remainder of subscription term after initial 12 months.</p>
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**Professional Services and One-Time Purchases**

<b>Name</b>	<b>Price/Usage Fee</b>	<b>QTY</b>	<b>Subtotal</b>
Professional Services - Standard Implementation Fee	\$350.00	14.00	\$4,900.00

**Hardware and Software Products**

Annual recurring amounts over subscription term

<b>Name</b>	<b>Price/Usage Fee</b>	<b>QTY</b>	<b>Subtotal</b>
Falcon	\$2,500.00	14.00	\$35,000.00

**Subtotal Year 1:** \$39,900.00  
**Subscription Term:** 60 Months  
**Annual Recurring Total:** \$35,000.00  
**Estimated Sales Tax:** \$0.00  
**Total Contract Amount:** \$179,900.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

**By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Agency: MI - Garfield Township**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# flock safety

## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.



1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

**2.4 Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

**2.5 Usage Restrictions.**

**2.5.1 Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

**2.5.2. Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.6 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

## **2.7 Suspension.**

**2.7.1 Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("*Service Suspension*"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

**2.7.2 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("*Service Interruption*"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

## **2.8 Installation Services.**

**2.8.1 Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("*Designated Location*") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("*Reinstalls*") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

**2.8.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.8.3 Flock’s Obligations.** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

**2.8.4 Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any



payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.9 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.10 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com), at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

**2.11 Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.12 Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

#### **4. CONFIDENTIALITY; AGENCY DATA**

**4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

**4.3 Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

## 5. PAYMENT OF FEES

5.1. **Fees.** Agency shall pay the fees as set forth in the Order Form.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

## 6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

**6.2 Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

**6.3 Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**6.4 No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("*No-Fee Term*"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.



6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

## 7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

**7.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERE TO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

## 9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

## 10. MISCELLANEOUS

**10.1 Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

**10.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**10.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent,

(i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**10.4 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

**10.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

**10.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.7 Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be

governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:  
EMAIL:



**Karen Leaver**

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**From:** Chuck Korn  
**Sent:** Thursday, March 9, 2023 11:22 AM  
**To:** Karen Leaver  
**Subject:** FW: Traverse City TSC Signal Modernization Project (JN 211992)

Mr. Hammad from MDOT has confirmed that the cost is per intersection, but was careful to say estimates are difficult with supply chain issues and inflation.

He also allowed us until the end of the month to decide.

**From:** Hammad, Mohammad (MDOT) <HammadM@michigan.gov>  
**Sent:** Thursday, March 9, 2023 11:06 AM  
**To:** Chuck Korn <ckorn@garfield-twp.com>  
**Cc:** Smalley, Erik (MDOT) <SmalleyE@michigan.gov>  
**Subject:** RE: Traverse City TSC Signal Modernization Project (JN 211992)

Chuck,  
See responses below in red.

Thank you,  
Mohammad  
517-256-8399

**From:** Chuck Korn <[ckorn@garfield-twp.com](mailto:ckorn@garfield-twp.com)>  
**Sent:** Wednesday, March 8, 2023 10:36 AM  
**To:** Hammad, Mohammad (MDOT) <[HammadM@michigan.gov](mailto:HammadM@michigan.gov)>  
**Subject:** RE: Traverse City TSC Signal Modernization Project (JN 211992)

**CAUTION: This is an External email. Please send suspicious emails to [abuse@michigan.gov](mailto:abuse@michigan.gov)**

Just getting ready to present to the board on Tuesday the 14<sup>th</sup>. Wanting to confirm two things:

- 1) The cost of upgrading a wire box to mast arms is \$60K - \$80K per intersection. **Confirming the initial cost is \$60K to \$80K and might change depends on the let prices that MDOT receives from contractors.**
- 2) We are still in the timeline to participate by contributing. **Yes, we can extend the need for a response to the end of March 2023.**

Thank you,

Chuck Korn, Supervisor  
The Charter Township of Garfield  
3848 Veterans Drive  
Traverse City, MI 49684

## Karen Leaver

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**From:** Chuck Korn  
**Sent:** Wednesday, January 25, 2023 4:38 PM  
**To:** Karen Leaver; Kathleen Roon  
**Subject:** FW: Traverse City TSC Signal Modernization Project (JN 211992)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

New business for February 14<sup>th</sup> Town Board meeting.

Consideration of upgrading new traffic signals on State Highways.

Chuck Korn, Supervisor  
The Charter Township of Garfield  
3848 Veterans Drive  
Traverse City, MI 49684

**From:** Hammad, Mohammad (MDOT) <HammadM@michigan.gov>  
**Sent:** Wednesday, January 25, 2023 4:31 PM  
**To:** Chuck Korn <ckorn@garfield-twp.com>  
**Cc:** Porath, Lucas (MDOT) <PorathL@michigan.gov>; Wagner, Dan (MDOT) <WagnerD2@michigan.gov>; Smalley, Erik (MDOT) <SmalleyE@michigan.gov>; Swanson, Victoria (MDOT) <SwansonV2@michigan.gov>; Carpenter, Jessica (MDOT) <CarpenterJ7@michigan.gov>; Mazurek, Kenneth <Ken.Mazurek@tetrattech.com>; wschoonover@gtrc.org; Lanie McManus <lmcmamus@garfield-twp.com>  
**Subject:** Traverse City TSC Signal Modernization Project (JN 211992)

Chuck,

MDOT is planning to upgrade/modernize the 3 signals listed below:

- 1) US-31 at Marketplace Circle / Lowes Drive in Garfield Township, Grand Traverse County  
<https://goo.gl/maps/oGtrZMPNfqV6RaZ5A>
- 2) US-31, M-37 at Meijer Drive / Walgreens Drive in Garfield Township, Grand Traverse County  
<https://goo.gl/maps/PFc1eh6iYNASEhmc8>
- 3) M-72 (Traverse Highway) at Co Rd 616 / Gray Road in Garfield Township, Grand Traverse County  
<https://goo.gl/maps/AnCaJqZbFYKZd1y6A>

The proposed work in this federally funded project is to modernize the signals to box span design  
<https://goo.gl/maps/m3UA3iXN3oC2eovJ6and> and upgrade side-walks/ramps.

If the Township is interested, the signals can be designed with mast arms,  
<https://goo.gl/maps/zTKPf3Vmfg7t5b3W6with> the understanding that the Township to pay the difference in cost between the box span and mast arm.

Currently, the difference in cost is about \$60K to \$80K for each signal.

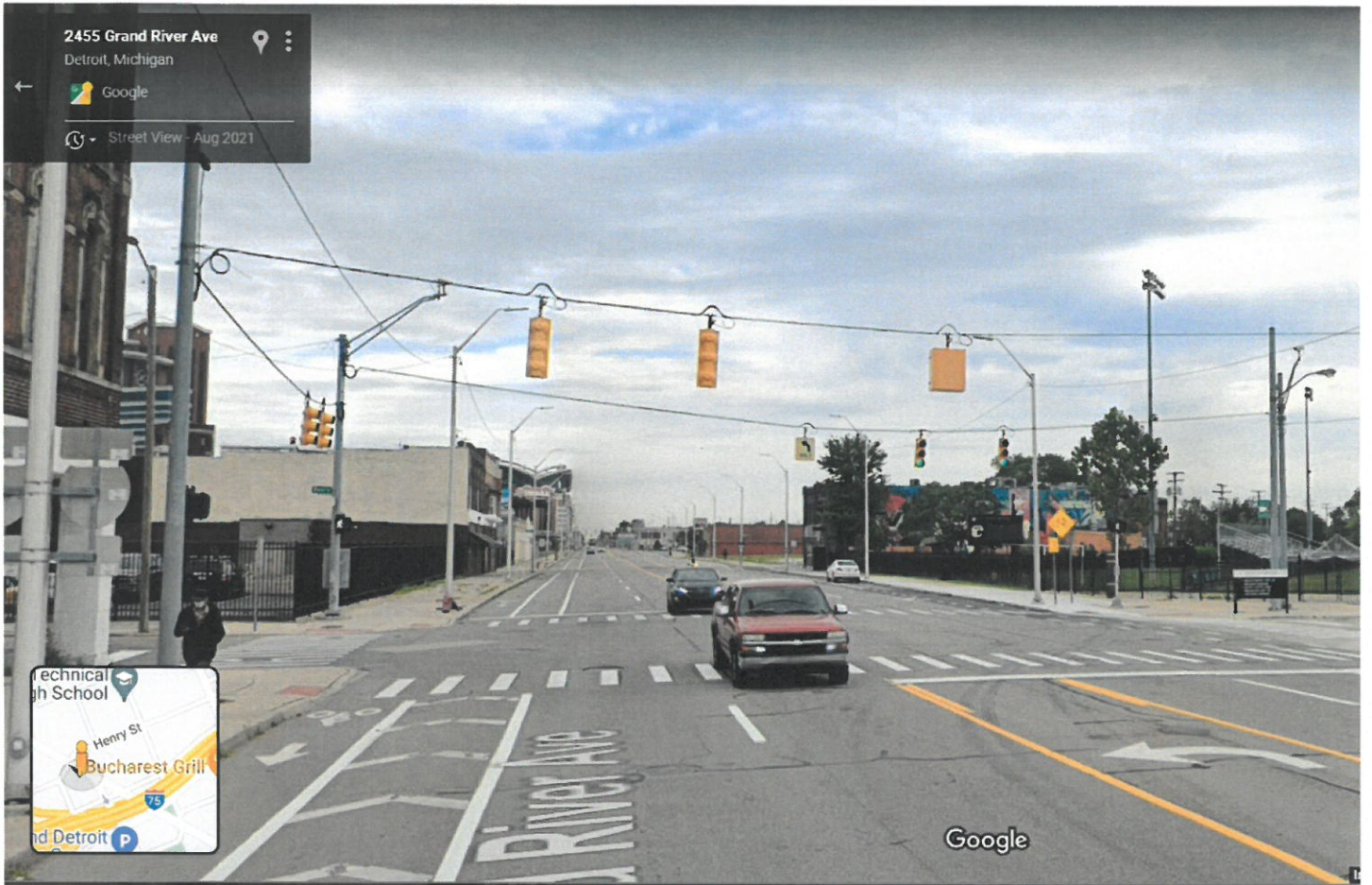
The design is just started for this project, and currently scheduled for 2025 construction.


A response will be needed by Tuesday February 28, 2023.

Thank you,

Mohammad  
517-256-8399





		<b>Charter Township of Garfield</b>	
		<b>Planning Department Report No. 2023-33</b>	
Prepared:	March 8, 2023	Pages:	1
Meeting:	March 14, 2023 Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	River East Recreation Area – Phase III Improvements Proposal		

**BACKGROUND:**

Attached is a proposal from Gourdie-Fraser, Inc. for engineering services for the Phase III improvements planned for River East Recreation Area.

**ACTION REQUESTED:**

Provided the Township Board is satisfied with the proposal, the following motion is suggested:

MOTION THAT the proposal for engineering services for Phase III improvements at River East Recreation Area BE APPROVED.



Engineering  
Surveying  
Testing &  
Operations

123 West Front Street  
Traverse City, Michigan 49684  
231.946.5874   
231.946.3703 

February 16, 2023

Charter Township of Garfield  
Attn: Chuck Korn, Supervisor  
3848 Veterans Drive  
Traverse City, Michigan 49684

RE: Proposal for engineering services  
River East Park Improvement Projects – Phase III  
Proposal# 23029C

Dear Chuck:

Thank you for the opportunity to submit this proposal for Civil Engineering services for the River East Park Improvement project. This letter along with the attached “Standard Terms and Conditions” represents our contract for provision of consultant services. Should you have any questions regarding the information contained herein please do not hesitate to contact me.

### **Project Description**

The Charter Township of Garfield owns and operates a 16-acre Recreation Area ("River East") located at 2143 North Keystone Road.

GFA has been working with the Township on the preparation and presentation of conceptual drawings and cost estimates to improve amenities at the existing park including the addition of a parking lot, trail and sidewalk extensions, dog park and pavilion / bathroom structure. GFA was approved in 2021 to assist with the construction of Phase I which was completed in 2022. GFA was subsequently approved in 2022 to assist with the construction of Phase II which is currently under contract and scheduled to begin next month with a June 2023 completion. The Township Park and Recreation Committee and Township Board have approved their 2023 Capital Improvement Plan to proceed with Phase III of the project to include installation of a bathroom, service amenities, sidewalk and parking improvements. The Township Board has directed staff to coordinate with GFA to provide civil engineering services including design, permitting, bidding, construction oversight and project closeout services to facilitate the completion of the project. Scope of project shall be consistent with the concept drawing and cost estimate attached to this proposal.

### **Scope of Services**

#### ***Design Phase***

During the design phase, Gourdie Fraser, Inc. will provide services to assure that the project is designed in accordance with the applicable state and local regulatory requirements and based upon input from the Township Board. Design phase services will be provided in the follow sub-categories:





### Topographic Survey

As it will be necessary in developing designs for the project, we will perform additional site topography for new areas to add to the existing drone aerial / topo survey and prepare base mapping for the site area to be impacted by construction. This service will be necessary to develop grading plans and construction drawings.

### Site Design

Design will include establishing finished elevations for project features such as the bathroom, sidewalk and paving. Finished grades will be provided on the plans in the form of spot elevations which will clearly define slopes and drainage patterns. The spot elevations, along with the site layout dimensions/geometrics, and cross sections will provide information sufficient for staking and construction of the project.

### Architectural

Final architectural design plans and specifications to construct a prefabricated bathroom facility subject to Township approval. GFA will provide DCPs and soil borings to identify bearing capacity for foundation design.

As part of completion of final engineering for the project components, final plans, specifications, quantities, and opinions of probable construction cost will be prepared for review and consideration by the Township. The proposal includes an allowance for meetings with Township staff during this phase to review the final design documents. It is anticipated that the project permit requirements will include Building, plumbing, mechanical and electrical permits from the Township in addition to stormwater and SESC permits from the Township and Grand Traverse County. The Contractor will be responsible for the local permits however GFA will provide as needed assistance to obtain.

### ***Contract/Bid Documents***

Detailed specifications will be included on the construction drawings prepared to be bid and constructed by the contractor. This item also includes preparation of a Request for Proposal and solicitation advertised for contractor bids. GFA will provide assistance to the Township in advertising, addressing contractor questions, preparation of contract addenda as necessary, opening and reviewing bids, and making recommendation of contract award.

### ***Construction Phase***

During the construction phase, GFA will provide services to assure that the project is constructed in accordance with the plans, contract documents, and applicable permits. Construction phase services will be provided in the follow sub-categories:

#### Construction Staking/Layout

Construction staking and layout will include survey crew services to field locate the project features to be constructed in accordance with the final engineering plans. Survey stakes will provide the contractor with instructions regarding, location, alignment and grade of the components to be constructed.



### Construction Observation/Materials Testing

As needed on-site observation services will be required during construction for the proposed improvements. Construction observation services will help to assure that construction is in accordance with the approved plans and contract documents. Observation staff will track construction quantities and document construction through the use of observation / testing reports. Observation staff will also be responsible for performing testing on construction materials such as concrete, gravel, and soil density. This proposal estimates that thirty (30) observation work days, 100 hours will be required to complete construction of the project. It should be noted that the actual time required for construction will be highly dependent upon the contractor's ability to complete their work in a timely manner. As a result, construction observation time required beyond the hours assumed in this proposal may be considered as additional services.

### Contract Administration/Construction Engineering

Contract administration and construction engineering (CA/CE) includes services to be provided by GFA office engineering and project management staff during the construction process. Typical CA/CE duties include preparation of contractor pay estimates, review of contractor claims, preparation of change orders (or contract modifications) as needed, and interpretation/application of conditions in the contract documents as it relates to situations which may arise in the field. CA/CE services also include preparing and overseeing design adjustments required due to unforeseen conditions encountered at the construction site.

### Clarifications and Assumptions

The project fee budget is based on the following assumptions, and that specific work items listed in this section will not be included in the scope of services:

- Wetland location, determination, mitigation, and permitting.
- Boundary Survey, Preparation of easements, rights-of-way, or boundary documents.
- Title Work / Easement or right-of-way acquisition.
- Permit fees.
- Environmental Impact Statements or Reports.

### Responsibilities of Client/Owner

The Client/Owner shall furnish the following minimum information as necessary in reference to the Project:

- Property description where the Project lies outside public rights-of-way or similar lands where creation of this information is not part of the Consultants Services as specifically stated herein or previously provided.
- Deed or other land use restriction information where the Project lies outside public rights-of-ways unless the Consultant's services include research and/or preparation of such information as specifically stated herein or previously provided.
- Property boundary, easement, right-of-way or other information associated with the Project and not part of the Consultants Services as specifically stated herein or previously provided.



- All information available for the Project regarding explorations, tests, subsurface conditions, environmental assessments/audits/impact statements, and any interpretations thereof not part of the Consultants Services as specifically stated herein or previously provided.
- All information, as the Client/Owner becomes aware of, with regard to hazardous environmental conditions or materials that might affect the Project or Project site.

### **Additional Services**

Any work desired by the Charter Township of Garfield in addition to the work scope described above, can be completed by GFA on an hourly time and material basis in accordance with the attached 2023 Rate Schedule (Exhibit 2), or as a revision to this proposal.

### **Time Schedule**

Gourdie Fraser, Inc. can commence services immediately with final design and submission for permits within 60 days. Upon approval from Board and regulatory agencies work can be finalized completed and ready for contractor bids within 15 days thereafter with anticipated bid date in May 2023 (subject to permitting process schedule).

### **Fee**

GFA will perform the project design services on a lump sum basis with the following budgets based on the above scope discussion.

#### *Final Design/Engineering Services*

Topographic Survey	\$ 2,500.00
Preliminary and Final Design	\$ 24,500.00
RFP and Bidding	\$ 3,500.00
<b>Final Engineering Subtotal</b>	<b>\$ 30,500.00</b>

#### *Construction Phase Services*

Construction Staking/Layout	\$ 2,500.00
Construction Observation/Materials Testing	\$ 13,500.00
Contract Administration/Construction Engineering	\$ 5,000.00
<b>Construction Phase Subtotal</b>	<b>\$ 21,000.00</b>
<b>Total</b>	<b>\$ 51,500.00</b>

### **Contract Terms and Conditions**

The terms and conditions of the Basic Services Agreement for Professional Services shall comply with our current Engineer of Record Contract.



**Acceptance**

If this proposal is acceptable to you, your signature on the enclosed copy of this will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you on this project.

**Gourdie-Fraser, Inc.**

CONSULTANT

**Charter Township of Garfield**

CLIENT/OWNER

_____	(Signature)	_____
Jennifer Graham, P.E.	(Name)	Chuck Korn
_____	(Title)	_____
Director of Engineering		Supervisor
_____	(Date)	_____

(Date) \_\_\_\_\_

Attachments: Exhibit 1 – Concept Rendering of Improvements / OPCC  
Exhibit 2 – 2023 Rate Schedule

T:\Projects\20029C\River East Recreation Area\contract.docx



**River East  
Park Improvements  
Preliminary Opinion of Probable Construction Cost  
Dated: UPDATED 2/15/2023**



YEAR IMPLEMENTED	SITE IMPROVEMENTS	Quantity	Unit	Unit Price	Total Price	TOTALS
2021	<b>PHASE 1: PARKING &amp; PAVILION</b>					
	1	Mobilization	1.00	LS	\$2,000.00	\$2,000.00
	2	Gravel Parking Area	1,200.00	SYD	\$23.00	\$27,600.00
	3	Concrete Pad for Pavilion	550.00	SFT	\$6.00	\$3,300.00
	4	Pavilion	550.00	SFT	\$67.60	\$37,180.00
	5	Site Restoration and Seeding	1.00	LS	\$3,500.00	\$3,500.00
	6	Additional Services - Pavilion Roof	1.00	LS	\$3,500.00	\$3,500.00
	<b>CONSTRUCTION COST</b>					\$72,430.00
	<b>ENGINEERING, PERMITTING, BIDDING AND CONSTRUCTION OVERSITE</b>					\$ 16,200.00
	<b>TOTAL CONSTRUCTION COST</b>					<b>\$ 88,630.00</b>
2022	<b>PHASE 2: DOG PARKS, SIDEWALK &amp; GENERAL SITE IMPROVEMENTS</b>					
	1	Mobilization	1	LS	\$9,600.00	\$9,600.00
	2	Clearing & Grubbing	1	LS	\$7,175.00	\$7,175.00
	3	Topsoil Removal & Grading	1	LS	\$12,190.00	\$12,190.00
	4	5' Tall Fence	1,150	LF	\$57.50	\$66,125.00
	5	4" Thick Concrete Sidewalk	2,000	SF	\$7.90	\$15,800.00
	6	4' Single Swing Gate	6	EA	\$1,000.00	\$6,000.00
	7	8' Wide Single Swing Gate	3	EA	\$1,100.00	\$3,300.00
	8	Watering Station (Including Service Line & Connection)	3	EA	\$7,638.00	\$22,914.00
	9	Gravel Surface	1,400	SF	\$1.95	\$2,730.00
	10	Irrigation System	1	LS	\$20,000.00	\$20,000.00
	11	Topsoil, Seed, & Mulch	1	LS	\$7,970.00	\$7,970.00
8	Kiosks	4.00	EA			
9	Park Sign	1.00	EA			
10	Trash, Recycle Bins and Animal Waste Receptacles	2.00	EA			
11	Benches	4.00	EA			
12	Picnic Tables	4.00	EA			
	<b>CONSTRUCTION COST</b>					\$173,804.00
	<b>10% CONTINGENCY</b>					\$ 17,380.40
	<b>ENGINEERING, PERMITTING, BIDDING AND CONSTRUCTION OVERSITE</b>					\$ 35,000.00
	<b>TOTAL CONSTRUCTION COST</b>					<b>\$226,184.40</b>
2023	<b>PHASE 3: BATHROOM, TRAIL &amp; SIDEWALK</b>					
	1	Mobilization	1.00	LS	\$ 20,000.00	\$ 20,000.00
	2	Bathroom, 2 Stall Prefabricated (including install / concrete pad)	1.00	LS	\$145,000.00	\$145,000.00
	3	Clearing & Grubbing	1.00	LS	\$2,500.00	\$6,500.00
	4	Topsoil Removal & Grading	1.00	LS	\$3,500.00	\$3,500.00
	5	Drive Remove & Replace, Reconstruct Loop & Gravel Parking including Stripping and Signage(ADA)	170.00	TON	\$150.00	\$25,500.00
	6	Concrete Sidewalk, 5' Wide	1,750.00	SFT	\$9.00	\$15,750.00
	7	Onsite Drainfield	1.00	LS	\$12,500.00	\$12,500.00
	8	Bathroom Utility Connections (water / sewer / electric)	1.00	LS	\$25,000.00	\$25,000.00
9	Erosion Control/Site Restoration (Topsoil, Seed and Mulch)	1.00	LS	\$25,000.00	\$15,000.00	
	<b>CONSTRUCTION COST</b>					\$ 268,750.00
	<b>10% CONTINGENCY</b>					\$ 26,875.00
	<b>ENGINEERING, PERMITTING, BIDDING AND CONSTRUCTION OVERSITE</b>					\$ 51,500.00
	<b>TOTAL CONSTRUCTION COST</b>					<b>\$347,125.00</b>
2024	<b>PHASE 4: TRAIL</b>					
	1	Mobilization	1.00	LS	\$25,000.00	\$25,000.00
	2	Clearing and Grubbing	3,500.00	SYD	\$5.00	\$17,500.00
	3	Machine Grading	4.00	STA	\$1,500.00	\$6,000.00
	4	Sand Subbase	3,500.00	CYD	\$15.00	\$52,500.00
	5	HMA, LVSP, 8' Wide Trail, 165#/SYD, 8' Wide	300.00	TON	\$150.00	\$45,000.00
6	Erosion Control/ Site Restoration (Topsoil, Seed and Mulch)	1.00	LS	\$50,000.00	\$50,000.00	
	<b>CONSTRUCTION COST</b>					\$196,000.00
	<b>10% CONTINGENCY</b>					\$ 19,600.00
	<b>ENGINEERING, PERMITTING, BIDDING AND CONSTRUCTION OVERSITE</b>					\$ 39,200.00
	<b>TOTAL CONSTRUCTION COST</b>					<b>\$ 235,200.00</b>
	<b>TOTAL (ALL 4 PHASES)</b>					<b>\$897,139.40</b>

**NOTES:**

- Phase 1 was completed in 2021 and costs based upon final contract amounts. Phase 2 is to be completed in 2023 and costs based upon current bid values. Phase 3 costs are estimated and based upon preliminary information. The actual site conditions may result in variations of unit prices or items.
- Phase 3 estimate is approximate and based upon 2023 prices. Actual construction bids may vary significantly from this statement of probable costs due to timing of bidding, construction, changed conditions, labor rate, changes, or other factors beyond the control of the Engineer.



# River East Recreation Area Concept



ENGINEERING  
SURVEYING  
TESTING & OPERATIONS



<http://gfa.tc>  
231.946.5874 (p)  
231.946.3703 (f)

