

CHARTER TOWNSHIP OF GARFIELD TOWN BOARD MEETING

Tuesday, October 9, 2018, 6:00 pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

A G E N D A

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 – September 25, 2018 (Recommend Approval)

b. Bills -

General Fund

\$ 275,763.03

(Recommend Approval)

- c. MTT Update (Receive and File)
- d. PD 2018-100 – Schostak Brothers & Company, Inc./Amerco Real Estate Company – Introduce and schedule for Public Hearing on November 13, 2018 (Recommend Approval)

4. Items Removed from the Consent Calendar

5. Correspondence

- a. Grand Traverse Conservation District – September 2018 Report
- b. Email from Julie Clark - Boardman Lake Loop Update

6. Reports

- a. Sheriff's Report
- b. County Commissioner's Report
- c. Personnel Committee Report
 - (i) Consideration of the hiring of Karen Leaver for the position of Office Coordinator
- d. Clerk's Report
- e. Supervisor's Report

7. Unfinished Business

- a. PD 2018 -99 - Public Hearing – Minor Revision to Floodplain Management Ordinance - Amendment No. 1 to Ordinance No. 72 and Consideration of Resolution 2018-35-T, a resolution to adopt Amendment One to Garfield Township Ordinance No. 72
- b. Consideration of Resolution 2018-31-T, the 2019 Budget Resolution for Grand Traverse Metro Emergency Services Authority

8. New Business

- a. Matt Cowell – LIAA Contract
- b. Consideration of Amending the Industrial Tax Exemption agreement between the Charter Township of Garfield and RJG, Inc. to add an additional 10 years to the length
- c. 2018 Appointments – Highlighted list of appointments expiring on 12/31/18
- d. PD 2018-95 - Direction/Action regarding Silver Lake Recreation Area Improvements

c. Public Comment

d. Other Business

e. 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, or TDD #922-4412.

e. Consideration of Closeout and Acceptance documents for Traditions at Ashland Park (Recommend Approval)

Duell asked to remove Consent Calendar Item 3.c. to Item 4.a. Items removed from the Consent Calendar and Korn said that item 3.e. can be removed altogether.

Schmuckal moved and Agostinelli seconded to approve the Consent Calendar as amended.

Yeas: Schmuckal, Agostinelli, Duell, Blood Law, McManus, Korn

Nays: None

4. Items removed from the Consent Calendar (6:08)

a. Consideration of Resolution 2018-30-T, a resolution supporting HB 4986

Board members were concerned about benefits to veterans and Korn spoke with house members and found out that the bill is not a benefit to the low income veterans.

Agostinelli moved and Schmuckal seconded not to support House Bill 4986. Board members discussed the House Bill and its benefits to the municipal entities. The motion was withdrawn pending more information on the proposed House Bill.

5. Correspondence (6:13)

a. Email from Larry and Diana Hathaway regarding Silver Lake Recreation Area

6. Reports

a. Construction Report (6:14)

Engineer Jennifer Hodges reported that DN Tanks has been getting the new water tank ready to fill. The tank will be filled by Thursday and there will then be more testing and water sampling. Sewer projects are ongoing. She and Korn met with the DEQ and she is submitting for reimbursement on the utility maps grant project. Hodges continues to work with Drain Commissioner, Steve Largent on the Cass Road project and added that the Boardman Valley project is moving along. Hodges agreed to coordinate a meeting and tour of the new tank facility at 5 p.m. before the next meeting.

b. GT Metro Fire Report (6:21)

No report

c. County Commissioner's Report (6:22)

Commissioner Tom Mair said the Easling pool will reopen and there will be an open house. The County Commission will meet and discuss the Senior Center and the future plans for it. There will be a fish fry lunch on September 29th with fish caught in the local area.

Cheryl Gore Follette apologized for not being at meetings all summer and said that the meeting with townships pertaining to the County Planning was a positive meeting and it was determined that a County Planning Commission is not needed.

d. Personnel Committee Report (6:25)

Schmuckal reported that Judith Battle has given her two week notice of retirement so the hiring of an Office Coordinator is more important. The committee has reviewed applicants for the vacant Office Coordinator position and will be interviewing soon. The timing of hiring an applicant was discussed and it was decided to have a special meeting for the purpose of hiring a candidate if needed on October 1, 2018.

e. Treasurer's Report (6:32)

Blood Law stated that overall, revenues are up by 3.97 %. She gave some budget data for the year.

f. Northflight EMS Report (6:33)

No report

e. Supervisor's Report (6:33)

Korn said that he met with the tribe regarding their housing project and said that 99 housing units are expected to be built. A Memorandum of Understanding may be needed for emergency services. The board discussed emergency services and tribal property.

7. Unfinished Business

a. Public Hearing – 2018 Tax Rate Request (6:37)

Supervisor Korn said that 2 mills for the Township and 2.35 mills for the Metro Emergency Services are being proposed. Korn opened the Public Hearing at 6:38 p.m. Seeing no one wishing to speak, the Public Hearing was closed. Board members discussed the taxable value.

Agostinelli moved and Schmuckal seconded to submit the proposed tax rates to the County Clerk.

Yeas: Agostinelli, Schmuckal, Duell, McManus, Blood Law, Korn

Nays: None

b. Public Hearing – Charter Township of Garfield Master Plan – Consideration of Resolution 2018-34-T, a resolution to adopt Charter Township of Garfield 2018 Master Plan, in accordance with the provisions of act 33 of the Public Acts of 2008, as amended (6:40)

Larrea said that this 2018 Master Plan has been vetted by the Planning Commission and has taken a lot of effort on their part. He reviewed some new features of the plan and said that they were trying to incentivize developers to redevelop some older

properties. Korn opened the Public Hearing at 6:43 p.m. Seeing no one wishing to speak, Korn closed the Public Hearing.

Schmuckal moved and Blood Law supported THAT, in accordance with the procedures set forth in the Michigan Planning Enabling Act (Act 33 of the Public Acts of 2008), BE APPROVED.

Yeas: Schmuckal, Blood Law, Duell, McManus, Agostinelli, Korn

Nays: None

Schmuckal moved and Duell seconded THAT Resolution 2018-34-T adopting the 2018 Charter Township of Garfield Master Plan, in accordance with the procedures set forth in the Michigan Planning Enabling Act (Act 44 of the Public Acts of 2008), BE ADOPTED.

Yeas: Schmuckal, Duell, Blood Law, Agostinelli, McManus, Korn

Nays: None

c. Metro Board Meeting (6:45)

Korn reported that the Metro attorney deemed the approval on a 4-2 vote was legal for the Station 9 improvements. Board members discussed the implications of not passing the Metro budget at the Township level. If the Township fails to respond to Metro in 45 days, it is assumed that the budget is approved. If the Township objects to the proposed Metro budget, the budget will still be approved. If the proposed Metro budget is disapproved for two years in a row by the Township, it will be assumed that the Township wants to withdraw from Metro emergency services. Board members asked that another Metro Board meeting be set to discuss the Articles of Incorporation.

Blood Law moved that Garfield Township officially objects to the proposed 2019 Metro Emergency Services budget as administered under the current Articles of Incorporation. Duell seconded the motion.

Yeas: Blood Law, Duell, Agostinelli, Schmuckal, McManus, Korn

Nays: None

8. New Business (7:06)

None

9. Public Comment (7:06)

Tom Cash asked about where the new tribal development was located. He commented regarding the Metro Fire budget

10. Other Business (7:08)

Schmuckal asked about the Master Plan updates.

11. Adjournment (7:09)

Korn moved to adjourn the meeting at 7:09

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

Lanie McManus, Clerk
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

Check Date	Bank	Check #	Payee	Description	GL #	Amount
09/25/2018	GEN	37258	BRENDA BURROWS	FRONT DESK	101-101-805.000	112.50
09/25/2018	GEN	37259	FIFTH THIRD BANK	5473787298599431	101-101-726.000	249.92
		37259		5473787298599431	101-101-960.000	275.00
		37259		5473787298599431	101-401-960.000	465.00
		37259		5473787298599431	101-401-965.000	95.00
						<u>1,084.92</u>
09/25/2018	GEN	37260	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	417.70
09/25/2018	GEN	37261	GRAND TRAVERSE COUNTY	SHERIFF CONTRACT 7.18-9.18	101-301-830.000	253,990.75
09/25/2018	GEN	37262	MILLS CONSTRUCTION SERVICES	ROOF LEAKS AND FASCIA REPAIR	101-265-935.605	700.00
09/25/2018	GEN	37263	NORTHERN OFFICE EQUIP	SERVICE CONTRACT INV	101-101-726.002	466.93
09/25/2018	GEN	37264	NORTHWOODS OFFICE EXPRESS	INK	101-101-726.000	66.66
		37264		INK	101-171-726.000	140.96
		37264		INK	101-215-726.000	150.65
		37264		INK	101-253-726.000	66.66
						<u>424.93</u>
09/25/2018	GEN	37265	PRINTING SYSTEM	SECRECY ENVELOPES	101-191-726.000	421.05
09/25/2018	GEN	37266	SUPERFLEET	GAS	101-806-862.000	132.80
09/25/2018	GEN	37267	TEAMSTERS LOCAL 214	UNION DUES	101-000-239.000	47.00
09/25/2018	GEN	37268	THE GUARDIAN	DENTAL/LIFE	101-851-873.030	1,339.47
		37268		DENTAL/LIFE	101-851-873.040	836.49
						<u>2,175.96</u>
09/25/2018	GEN	37269	UNITED WAY	UNITED WAY	101-000-238.000	90.00
09/25/2018	GEN	37270	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-227.000	2,265.00
09/27/2018	GEN	37271	MAPLE RIVER DIRECT MAIL	AV BALLOT MAILING	101-191-726.001	1,036.51
09/27/2018	GEN	37272	ERIK PERDONIK	EDUCATION & MILEAGE	101-401-860.901	174.22
		37272		EDUCATION & MILEAGE	101-401-960.000	30.25
						<u>204.47</u>
09/27/2018	GEN	37273	ROB LARREA	EDUCATION	101-401-960.000	884.70
10/03/2018	GEN	37274	BRENDA BURROWS	FRONT DESK	101-101-805.000	112.50
10/03/2018	GEN	37275	CHERRYLAND ELECTRIC COOP.	CHERRYLAND	101-000-084.861	303.40
		37275		CHERRYLAND	101-265-920.603	1,390.62
		37275		CHERRYLAND	101-448-920.005	867.66

3. b.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
10/03/2018	GEN	37276	CHERRYLAND ELECTRIC COOP.	CHERRYLAND	308-000-880.001	182.02
10/03/2018	GEN	37277	FIFTH THIRD BANK	5473785400027192	101-171-960.000	31.63
10/03/2018	GEN	37278	GLORIA POPE	FRONT DESK	101-101-805.000	75.00
10/03/2018	GEN	37279	GRAND TRAVERSE CONSERVATION DI	PARKS MAINTENANCE	308-000-880.001	39.94
		37279		PARKS MAINTENANCE	308-000-880.006	424.59
		37279		PARKS MAINTENANCE	308-000-880.012	73.44
		37279		PARKS MAINTENANCE	308-000-880.014	360.72
		37279		PARKS MAINTENANCE	308-000-880.015	92.50
		37279		PARKS MAINTENANCE	308-000-880.016	600.00
		37279		PARKS MAINTENANCE	308-000-935.000	4,043.98
						<u>5,635.17</u>
10/03/2018	GEN	37280	GRID4 COMMUNICATIONS, INC.	PHONES	101-265-850.000	1,065.72
10/03/2018	GEN	37281	ICC	IRC / SIG CHANGES	101-371-965.000	155.00
10/03/2018	GEN	37282	JEANE BLOOD LAW	MILEAGE MAY-SEPT	101-253-860.500	161.51
10/03/2018	GEN	37283	PRINTING SYSTEM	VOTER ID CARDS	101-215-726.000	289.23
10/03/2018	GEN	37284	RICK ROBBINS	WISNIEWSKI EXTREME AUTO REPAIR	101-253-801.000	68.00
10/03/2018	GEN	37285	ROB LARREA	CONFERENCE REIMBURSEMENT	101-401-860.900	154.78
		37285		CONFERENCE REIMBURSEMENT	101-401-960.000	560.07
						<u>714.85</u>
10/03/2018	GEN	37286	SPECTRUM BUSINESS	INTERNET	101-258-935.016	75.00
10/03/2018	GEN	37287	TEMPERATURE CONTROL	OFFICES TOO HOT	101-265-935.608	180.50
						<u>275,763.03</u>
--- GL TOTALS ---						
101-000-084.861			DUE FROM #861 STREET LIGHTS			303.40
101-000-227.000			DEFERRED COMP			2,265.00
101-000-237.000			HSA (FORMERLY FLEX)			417.70
101-000-238.000			UNITED WAY			90.00
101-000-239.000			UNION DUES			47.00
101-101-726.000			SUPPLIES			316.58
101-101-726.002			SUPPLIES - COPIER MAINTENANCE			466.93
101-101-805.000			CONTRACTED AND OTHER SERVICES			300.00
101-101-960.000			EDUCATION & TRAINING			275.00
101-171-726.000			SUPPLIES			140.96
101-171-960.000			EDUCATION & TRAINING			31.63
101-191-726.000			SUPPLIES			421.05
101-191-726.001			POSTAGE			1,036.51
101-215-726.000			SUPPLIES			439.88

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-253-726.000			SUPPLIES			66.66
101-253-801.000			LEGAL SERVICES			68.00
101-253-860.500			MILEAGE - TREASURER			161.51
101-258-935.016			COMPUTER NETWORK			75.00
101-265-850.000			TELEPHONE			1,065.72
101-265-920.603			LIGHTS BUILDING			1,390.62
101-265-935.605			BUILDING REPAIR			700.00
101-265-935.608			MAINTENANCE-OTHER			180.50
101-301-830.000			POLICE CONTRACT			253,990.75
101-371-965.000			DUES & PUBLICATIONS			155.00
101-401-860.900			MILEAGE - TOWNSHIP PLANNER			154.78
101-401-860.901			MILEAGE - DEPUTY PLANNER			174.22
101-401-960.000			EDUCATION & TRAINING			1,940.02
101-401-965.000			DUES & PUBLICATIONS			95.00
101-448-920.005			STREET LIGHTS TOWNSHIP			867.66
101-806-862.000			GAS & CAR WASHES			132.80
101-851-873.030			INSURANCE - EMPLOYEE HEALTH			1,339.47
101-851-873.040			INSURANCE - EMPLOYEE LIFE			836.49
308-000-880.001			COM. PROM. - SILVER LAKE PARK			221.96
308-000-880.006			COM. PROM. - BVNP (YMCA)			424.59
308-000-880.012			COM. PROM. - GT COMMONS			73.44
308-000-880.014			COM. PROM. - MILLER CREEK			360.72
308-000-880.015			COM. PROM. - PARK & TRAIL MAI			92.50
308-000-880.016			COM. PROM. - KIDS CREEK PARK			600.00
308-000-935.000			MAINTENANCE - MISC, EQUIP			4,043.98
TOTAL						275,763.03

September 30, 2018

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

I. Developer's Escrow Fund - Storm Water Reviews

1. Engineering services for private road review. 1127 Cass Road, Private Road Review, Escrow #215.840			
Project#	18029C	Invoice No. 1829314	330.00
2. Engineering services for storm water review and approval letter. Elmer's Storage & Storage Building, Escrow #215.837			
Project#	18294	Invoice No. 1829401	346.25
3. Engineering services for storm water review and approval letter. John's Marine Services, Indoor Storage, Escrow #215.838			
Project#	18307	Invoice No. 1830701	866.25
		Total	<u>1,542.50</u>

II. Developer's Escrow Fund - Utility Plan Review, Oversight & Closeout

1. Engineering services for plan review and construction services. Traditions at Ashland Park			
Project#	17088	Invoice No. 1708806	500.00
2. Engineering consulting services for plan review, permit assistance and construction services. Eaglehurst Estates			
Project#	18258	Invoice No. 1825801	2,750.00
		Total	<u>3,250.00</u>

III. Utility Receiving Fund

1. Engineering consulting services. NW Service District Water System Improvements (Water Storage Tank)			
Project#	16037	Invoice No. 1603718	18,450.00
2. Engineering consulting services. Water System Expansion, South of Township along M-37			
Project#	18029C	Invoice No. 18029315	910.00
3. Engineering consulting services. Cass Road Drainage District Improvements			
Project#	18029C	Invoice No. 18029316	1,160.00
		Total	<u>20,520.00</u>

GRAND TOTAL \$25,312.50

Invoice



Gourdie-Fraser, Inc.
123 West Front Street
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

September 30, 2018
Project No: 18029C
Invoice No: 18029314

Re: 1127 Cass Road, Private Road Review, Escrow #215.840

Services Performed: Engineering services for review of plans for compliance with Section 52.1 of the Charter township of Garfield Zoning Ordinance, including communication with applicant and letter of review with corrective measures.

Professional Services from September 11, 2018 to September 29, 2018

Professional Personnel

	Hours	Rate	Amount	
Project Manager	2.75	120.00	330.00	
Totals	2.75		330.00	
Total Labor				330.00
		Total this Invoice		\$330.00

Invoice



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3848 VETERANS DR
TRAVERSE CITY, MI 49684

September 30, 2018
Project No: 18294
Invoice No: 1829401

Re Elmer's Storage & Storage Building, Escrow #215 837

Services Performed: Engineering services for storm water review of plans/calculations for compliance with Ordinance #49.
Communication with applicant and issuance of letter of approval.

Project Location: 3711 Elmer's Industrial Drive, Traverse City, Michigan.

Professional Services from August 28, 2018 to September 29, 2018

Professional Personnel

	Hours	Rate	Amount	
Project Manager Assistant	.25	65.00	16.25	
Sr. Project Manager	1.00	130.00	130.00	
Project Engineer	2.00	100.00	200.00	
Totals	3.25		346.25	
Total Labor				346.25
		Total this Invoice		\$346.25

Invoice



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

September 30, 2018
Project No: 18307
Invoice No: 1830701

Re John's Marine Services, Indoor Storage, Escrow #215.838
Tax ID28-05-060-056-00

Services Performed Engineering services for storm water review of plans/calculations for compliance with Ordinance #49.
Communication with applicant and issuance of letter of approval.

Project Location: 824 Mizar Court, Traverse City, Michigan 49685
Professional Services from August 16, 2018 to September 29, 2018
Professional Personnel

	Hours	Rate	Amount	
Project Manager Assistant	25	65.00	16.25	
Project Engineer	8.50	100.00	850.00	
Totals	8.75		866.25	
Total Labor				866.25
		Total this Invoice		\$866.25

Invoice



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

September 30, 2018
 Project No: 17088
 Invoice No: 1708806

Re: Traditions at Ashland Park (Escrow Account)

Services Performed: Engineering plan review, construction administration, full time on site inspections, and project turnover for the water main and sanitary sewer extension.

Project Location: Rusch and Garfield Road intersection, Traverse City, Garfield Township, Grand Traverse County, Michigan.

Professional Services from August 1, 2018 to September 29, 2018
 Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Plan Review/Permit Assistance	2,500.00	100.00	2,500.00	2,500.00	0.00
Construction Observation/Inspection	14,000.00	100.00	14,000.00	14,000.00	0.00
Const Observation/Inspection (Additional)	9,500.00	100.00	9,500.00	9,500.00	0.00
Const. Admin/Project Turnover	1,000.00	100.00	1,000.00	1,000.00	0.00
Record Drawings & Reports (Additional)	500.00	100.00	500.00	0.00	500.00
Total Fee	27,500.00		27,500.00	27,000.00	500.00
Total Fee					500.00
				Total this Invoice	\$500.00

Invoice



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 123 West Front Street
 Traverse City, MI 49684
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 A/R email: melanie@gfa.tc

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

September 30, 2018
 Project No: 18258
 Invoice No: 1825801

Re: Eaglehurst Estates - Final Phase Water and Sewer Extension

Services Performed:

1. Engineering services for meeting with development engineer, plan review and Act 399 and Part 41 permit assistance for the water and sewer extension.
2. Project bidding to prepare front end bid documents including measurement and payment. Solicit advertisement of bid and hold a public bid opening and tabulation of bids for presentation to township board to accept.
3. Construction observation and oversight for the water main and sanitary sewer extension.
4. Project turnover for review drawings and easements, review of close out and turnover documents to township.

Project Location: Eaglehurst Estates located off of Herkner Road along Eaglehurst Drive

Professional Services from August 28, 2018 to September 29, 2018

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineer Review	2,500.00	79.00	1,975.00	0.00	1,975.00
Bidding	2,500.00	31.00	775.00	0.00	775.00
Construction Observation/Oversight	9,000.00	0.00	0.00	0.00	0.00
Project Close Out	750.00	0.00	0.00	0.00	0.00
Total Fee	14,750.00		2,750.00	0.00	2,750.00
Total Fee					2,750.00
Total this Invoice					\$2,750.00

Invoice



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 123 West Front Street
 Traverse City, MI 49684
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 A/R email: melanie@gfa.tc

MR CHUCK KORN
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 3848 VETERANS DR
 TRAVERSE CITY, MI 49684

September 30, 2018
 Project No: 16037
 Invoice No: 1603718

Re: NW Service District Water System Improvements

Services Performed: Engineering and construction services for final design, bidding, construction staking, observation and administration, close out and record drawings for water main extension.

Additional Services:

- 01/17/18 Heritage Estates entrance reconstruction.

Project Location: Harris Road and Cedar Run Road, Garfield Township, Grand Traverse County, Michigan.

Professional Services from August 19, 2018 to September 29, 2018
 Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
WATER STORAGE TANK	0.00	0.00	0.00	0.00	0.00
Research	15,000.00	100.00	15,000.00	15,000.00	0.00
Engineering Design	25,000.00	100.00	25,000.00	25,000.00	0.00
Topographic Survey	5,000.00	100.00	5,000.00	5,000.00	0.00
Bidding	5,000.00	100.00	5,000.00	5,000.00	0.00
Construction Staking	5,000.00	100.00	5,000.00	5,000.00	0.00
Construction Administration	10,000.00	100.00	10,000.00	10,000.00	0.00
Construction Inspection	25,000.00	100.00	25,000.00	25,000.00	0.00
Record Drawings/Close Out	3,500.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
WATERMAIN EXTENSIONS	0.00	0.00	0.00	0.00	0.00
Prop. Acquisition/Utility Research	10,000.00	100.00	10,000.00	10,000.00	0.00
Final Design/Permitting	50,000.00	100.00	50,000.00	50,000.00	0.00
Topographic Survey	15,000.00	100.00	15,000.00	15,000.00	0.00
Bidding	6,500.00	100.00	6,500.00	6,500.00	0.00
Construction Staking	20,000.00	100.00	20,000.00	20,000.00	0.00
Construction Administration	25,000.00	86.00	21,500.00	16,250.00	5,250.00
Construction Inspection	120,000.00	86.00	103,200.00	90,000.00	13,200.00

Project	16037	GARFIELD/FD,BID,STK,CA,CM/HARRIS-CEDAR R				Invoice	1603718	
Record Drawings/Close Out	9,500.00	0.00	0.00	0.00	0.00	0.00		
	0.00	0.00	0.00	0.00	0.00	0.00		
INFRASTRUCTURE UPGRADE/BOOSTER STATION	0.00	0.00	0.00	0.00	0.00	0.00		
Research	25,000.00	51.00	12,750.00	12,750.00		0.00		
Final Design/Permitting	69,100.00	10.00	6,910.00	6,910.00		0.00		
Topographic Survey	15,000.00	0.00	0.00	0.00		0.00		
Bidding	6,850.00	6.5693	450.00	450.00		0.00		
Construction Staking	5,000.00	1.80	90.00	90.00		0.00		
Construction Administration	30,000.00	0.00	0.00	0.00		0.00		
Construction Inspection	20,350.00	0.00	0.00	0.00		0.00		
Record Drawings/Close Out	6,500.00	0.00	0.00	0.00		0.00		
	0.00	0.00	0.00	0.00		0.00		
HERITAGE EST,ENTRANCE RECONSTRUCTION SAD	0.00	0.00	0.00	0.00		0.00		
Preliminary Design	500.00	100.00	500.00	500.00		0.00		
Final Design	500.00	100.00	500.00	500.00		0.00		
Bidding	250.00	100.00	250.00	250.00		0.00		
Construction Inspection	3,700.00	14.00	518.00	518.00		0.00		
Construction Staking	1,800.00	20.00	360.00	360.00		0.00		
Construction Administration	750.00	69.00	517.50	517.50		0.00		
Closeout Services	500.00	0.00	0.00	0.00		0.00		
Total Fee	535,300.00		339,045.50	320,595.50		18,450.00		
		Total Fee					18,450.00	
				Total this Invoice		\$18,450.00		

Invoice



Gourdie-Fraser, Inc.
123 West Front Street
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

September 30, 2018
Project No: 18029C
Invoice No: 18029315

Re: General Utilities - Water system Expansion, South of Township along M-37

Services Performed: Engineering services for review of the ability to extend water infrastructure to service southern portion of township along M-37, specifically Oleson's and Meadowlane developments and future. Services include detailed cost estimate and illustration map.

Professional Services from August 19, 2018 to September 29, 2018
Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager	7.00	130.00	910.00	
Totals	7.00		910.00	
Total Labor				910.00
		Total this Invoice		\$910.00

Invoice



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

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

September 30, 2018
Project No 18029C
Invoice No: 18029316

Re General Utilities - Cass Road Drainage District

Services Performed: Engineering services for 2nd review of plans for utility impact (sewer/water) and overall project review to assist with issuance of DEQ Part 41 sewer permit, correspondence with drain commissioner and design engineer (Spicer Group). Monthly meeting attendance on project updates.


Professional Services from August 19, 2018 to September 29, 2018

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager	2.00	130.00	260.00	
Design Engineer	10.00	90.00	900.00	
Totals	12.00		1,160.00	
Total Labor				1,160.00
		Total this Invoice		\$1,160.00

MTT I
Prepared for: G: p Board

Docket #	Parcel No(s)	Owner	Property Address	Year(s) in Contention	Assessor's Values		Petitioner's Values		Value Differences		Status Notes	Twp Millage Loss	JUAL	METRO Millage Loss
					Assessed	Taxable	Assessed	Taxable	Assessed	Taxable				
1 18-001808	004-035-00	4Front Credit Union	3939 W Front St	2018	\$ 433,700	\$ 433,700	\$ 350,000	\$ 350,000	-\$ 83,700	-\$ 83,700	6/13/18 Answered appeal found online.			
2 18-001010	016-027-50	ARC IMHYCM1001 LLC	3333 N US 31 South Kohl's	2018	\$ 1,864,200	\$ 1,864,200	\$ 889,840	\$ 889,840	-\$ 974,360	-\$ 974,360	6/11/18 Answered appeal rec'd by mail.			
3 18-001500	016-032-40	American Multi-Cinema, Inc	3825 Marketplace Cir	2018	\$ 4,268,900	\$ 4,268,900	\$ 3,365,406	\$ 3,365,406	-\$ 903,494	-\$ 903,494	9/20/18 Answered Interrogatories.			
4 16-002436	021-015-00 & 021-015-70	Grand Traverse Mall LLC	3200 W South Airport Rd	2016	\$ 21,593,800	\$ 21,483,557	\$ 12,462,460	\$ 12,462,460	-\$ 9,131,340	-\$ 9,021,097	4/25/18 Treasury agreed to settlement values.			
					\$ 89,500	\$ 64,709	\$ 37,540	\$ 37,540	-\$ 24,791	-\$ 24,791				
					\$ 21,683,300	\$ 21,548,266	\$ 12,500,000	\$ 12,500,000	-\$ 9,183,300	-\$ 9,048,266				
					\$ 21,593,800	\$ 21,593,800	\$ 12,462,460	\$ 12,462,460	-\$ 9,131,340	-\$ 9,131,340	6/11/18 Rec'd Judgment			
					\$ 89,400	\$ 65,291	\$ 37,540	\$ 37,540	-\$ 24,109	-\$ 24,109	3/8/18 Made offer to settle:			
					\$ 21,683,200	\$ 21,659,091	\$ 12,500,000	\$ 12,500,000	-\$ 9,183,200	-\$ 9,159,091	2016 \$33.7m; 2017 \$32m; 2018 \$30m (both parties agree to the 2018 offered value)			
18-001230	021-015-00 & 021-015-70	Grand Traverse Mall LLC	3200 W South Airport Rd	2018	\$ 21,683,200	\$ 21,659,091	\$ 12,500,000	\$ 12,500,000	-\$ 9,183,200	-\$ 9,159,091	3/26/18 Treasury asked for a breakdown of values between the parcels - I believe we will settle at these figures.			
5 17-002286	021-015-10	Airport 31, LLC	3450 W South Airport Rd	2017	\$ 2,049,700	\$ 1,828,226	\$ 1,000,000	\$ 1,000,000	-\$ 1,049,700	-\$ 828,226	5/7/18 Rec'd Judgment.			
					\$ 1,819,100	\$ 1,819,100	\$ 1,250,000	\$ 1,250,000	-\$ 569,100	-\$ 569,100	Agreement is based on continued vacancy of MC space, and current state of retail markets - including risks involved.			
6 17-002044	021-015-20	Macy's	3160 W South Airport Rd	2017	\$ 2,005,200	\$ 2,005,200	\$ 1,523,685	\$ 1,523,685	-\$ 481,515	-\$ 481,515	4/18/18 Rec'd judgment.			
7 18-000900	021-015-30	JC Penney Corp	3300 W South Airport Rd	2018	\$ 1,136,100	\$ 1,131,778	\$ 450,000	\$ 450,000	-\$ 686,100	-\$ 681,778	Settlement based on retail market & sales of anchors across M			
8 18-002330	021-024-00	Tireland LLC	2825 N US 31 South Belle Tire	2018	\$ 769,900	\$ 769,900	\$ 421,800	\$ 421,800	-\$ 348,100	-\$ 348,100	6/21/18 Found appeal online. Answered 6/25/18			
9 18-001927	077-002-00	Great Lakes Investment Co LLC	4045 West Royal Dr	2018	\$ 1,461,900	\$ 1,461,900	\$ 1,000,000	\$ 1,000,000	-\$ 461,900	-\$ 461,900	6/13/18 Found appeal online. Answered 6/25/18.			
10 18-001930	077-005-00	Wide Angle Holdings LLC	3963 West Royal Dr	2018	\$ 399,900	\$ 379,933	\$ 300,000	\$ 300,000	-\$ 99,900	-\$ 79,933	6/21/18 Found appeal online. Answered 6/25/18			
11 18-001949	347-012-00	Kidz First LLC	5024 N Royal Dr	2018	\$ 618,500	\$ 618,500	\$ 525,000	\$ 525,000	-\$ 93,500	-\$ 93,500	6/21/18 Found appeal online. Answered 6/25/18			
					\$ 21,683,300	\$ 21,548,266	\$ 12,500,000	\$ 12,500,000	-\$ 9,183,300	-\$ 9,048,266				
					\$ 25,738,100	\$ 25,492,517	\$ 15,023,685	\$ 15,023,685	-\$ 10,714,415	-\$ 10,468,832				
					\$ 32,636,300	\$ 32,587,902	\$ 19,802,046	\$ 19,802,046	-\$ 12,834,254	-\$ 12,785,856				
							2016	\$ 4,833,300	\$ 4,698,266					
							2017	\$ 7,242,517	\$ 7,228,191					
							2018	\$ 1,252,300	\$ 1,228,191					
							2016	\$ 18,096.53	\$ 18,096.53					
							2017	\$ 20,897.66	\$ 20,897.66					
							2018	\$ 25,571.71	\$ 25,571.71					
							2016	\$ 9,396.53	\$ 9,396.53					
							2017	\$ 14,485.03	\$ 14,485.03					
							2018	\$ 14,456.38	\$ 14,456.38					
							GRAND TOTAL	\$ 38,337.95	\$ 38,337.95					

		Charter Township of Garfield	
		Planning Department Report No. 2018-100	
Prepared:	October 2, 2018	Pages:	Page 1 of 6
Meeting:	October 9, 2018	Attachments:	<input checked="" type="checkbox"/>
Subject:	C-P Planned Shopping Center Zoning District Text Amendment-Introduction		
File No.	Z-2017-04	Parcel No.	05-014-049-01
Owner(s):	Cherrymart Associates, LLC		
Applicant(s):	Schostak Brothers & Company, Inc./Amerco Real Estate Company		

PURPOSE OF APPLICATION:

The application proposes two related Text Amendments to the Garfield Township Zoning Ordinance (the “Ordinance”) to amend Article 2 — Definitions and Article 3 — Planned Shopping Center (“C-P District”) to establish an additional definition for warehousing, which requests to permit “Retail and Self-Storage Facility and Truck and Trailer Share” as a use within the District.

BACKGROUND:

- **December 13, 2017:** Schostak Brothers & Company, Inc. and Amerco Real Estate Company (together, the “applicants”) presented a proposal at the Planning Commission’s Regular Meeting to amend the Ordinance to include warehousing, small warehousing, and outdoor storage within the C-P District.
- **January 10, 2018:** A public hearing was held on the application. Following public comment and Planning Commission discussion, the applicants requested that the Planning Commission postpone any decision on the request. A motion in support was made and unanimously approved to postpone the request, to allow Staff and the Planning Commission time to study and research the matter, with no time constraints.
- **February 28, 2018:** Staff presented the Planning Commission with a rough draft of a proposed amendment to the C-P District at their Work Session. They discussed the draft C-P District and the applicants’ proposal. The applicants’ representatives were present and commented on the draft.
- **March 28, 2018:** Staff informed the Planning Commission of a request made by the applicants to meet with a subcommittee of the Planning Commission to discuss the U-Haul proposal. The Planning Commission discussed the request and decided against it.
- **April 25, 2018:** An updated draft of an amended C-P District was provided to the Planning Commission for discussion.
- **May 23, 2018:** The Planning Commission held a public hearing on the proposed C-P District amendment and no representatives for the applicants were present.
- **June 12, 2018:** The Garfield Township Board introduced the C-P District amendment and scheduled a public hearing on the amendment for July 10, 2018.
- **June 13, 2018:** The Planning Commission discussed the U-Haul proposal and reiterated to the applicant that they did not feel the proposed Text Amendments meet the intent of the C-P District. A motion was made to request that Staff have the attorney review the Findings of Fact prior to their adoption. Representatives for the applicants were present and spoke during public comment.

- **July 10, 2018:** Following a public hearing, the Garfield Township Board adopted the proposed amendment, as recommended by the Planning Commission, to replace the C-P District. Representatives for the applicants were present and commented on the proposal.
- **August 8, 2018:** The Planning Commission considered Findings of Fact in support of recommending denial of the application for a Text Amendment to permit warehousing uses in the C-P District to the Garfield Township Board. The Planning Commission unanimously adopted the Findings of Fact and recommended denial of the Text Amendment application to the Board.
- **August 9, 2018:** Staff received an email from the applicants asking Staff to place them on the agenda for an upcoming Garfield Township Board meeting for introduction.
- **August 15, 2018:** In response to the applicants' August 9, 2018 email, Staff sent an email suggesting the August 28, 2018 Garfield Township Board meeting for introduction.
- **August 21, 2018:** In response to Staff's August 15, 2018 email, Staff received an email from the applicants indicating that they would not like to be on the August 28, 2018 Garfield Township meeting agenda. Staff sent a response email stating that the request would be moved to the September 11, 2018 Garfield Township Board meeting for introduction.
- **August 24, 2018:** Staff received an email from the applicants asking that the introduction to the Garfield Township Board instead be scheduled for September 25, 2018 in light of Rosh Hashanah.
- **August 29, 2018:** In response to the applicants' August 24, 2018 email, Staff sent an email stating that the September 25, 2018 meeting date was not available in light of the public hearing on the new Township Master Plan, and informed the applicant that an introduction would be held at the October 9, 2018 Garfield Township Board meeting. The applicant sent an email in response accepting the October 9, 2018 scheduling.

STAFF COMMENT:

At each of the above meetings, the Planning Commission expressed that the proposed Text Amendments do not meet the Planning Commission's intent for the C-P District and are contrary to the Master Plan. At this time, the application to amend the Ordinance remains unchanged and no additional information was submitted by the applicant to indicate a demonstrated need to incorporate the Text Amendments into the Ordinance. Furthermore, the Township is not obligated to adopt an amendment to their Ordinance.

Contrary the applicants' claims that the proposed use is predominately retail, the applicant's submittal, attached as "Exhibit A," clearly indicates that only 4 percent of the 86,626 square feet of total warehousing and small-warehousing proposed is actually retail. In addition, the use is clearly defined by the Ordinance as follows:

Warehouse: A structure for the storage and/or distribution of goods or material.

Small Warehousing Establishment: A structure, series of structures, or series of interior units with totally enclosed storage, and generally intended to be sold or leased on an individual basis for self-storage purposes.

In addition, the applicant has failed to justify their request to amend the recently adopted C-P District to include warehousing and small warehousing within the commercial District. Warehousing and small warehousing establishments have historically been, and continue to be permitted, as a use by right in the I-G General Industrial and I-L Limited Industrial Districts.

The following are the Findings of Fact unanimously adopted by the Planning Commission on August 8, 2018 recommending that the Township Board deny the Text Amendment request:

GENERAL FINDINGS OF FACT:

- The contention that the use is not warehousing or small warehousing as defined by Section 201 – General Definitions in the Ordinance is contrary to the plain reading of the definitions in the Ordinance.
- The applicants contend that the use is retail and should be permitted in the commercial C-P District, which is contrary their submittal (Exhibit A) that states: “General Retail - Showroom = 3,686 SF [approximately 4 percent of the 85,499 SF building and further states:] Self-Storage = 80,626 SF [approximately 95 percent of the 85,499 SF building].
- The Garfield Township Zoning Ordinance permits warehousing and small warehousing as a use by right in the I-G General Mixed Use Industrial Business District (Section 323) and I-L Limited Mixed Use Industrial Business District (Section 324).
- The application fails to address the compatibility concern regarding the warehousing and small warehousing use and adjacent commercial and residential uses.
- The application is contrary Section 322.C(6), which identifies six exemptions, none of which exempts the outdoor storage of trucks, trailers, or moving containers.
- The application fails to demonstrate how rental and storage of trucks, trailers, and portable moving containers are compatible with commercial uses in the C-P District and adjacent to the property.
- The applicants have failed to identify a *demonstrated need* for warehousing or small warehousing in the C-P District.

FINDINGS OF FACT:

Approval Criteria of Zoning Text Amendment

In its review of an application for zoning text amendment, the Township should consider, but is not necessarily limited to, the criteria as defined in § 421.F.(1) Master Plan Consistency through § 421.F.(5) Other Factors. No single factor is controlling; instead, each must be weighed in relation to the other standards.

The applicant shall have the burden of justifying the amendment, including identifying specific reasons warranting the amendment, and providing any supporting data and information.

(1) Master Plan Consistency

The Planning Commission may consider this standard ***NOT MET*** due to the following:

- The text describing Planned Commercial in the Master Plan reads as follows: "Areas occupied by or suited for the development of regional retail sales and service establishments. Typically, such planned centers are located on a single, unified site, are

designated and constructed as an integral unit for shopping, other business activity, and related land uses. To foster the concept of a housing-job balance, planned centers are encouraged to have a residential component, or be located in close proximity to residential uses."

- In introducing warehousing and small warehousing as defined, rather than a residential or commercial component, the proposal is contrary to the intent of the C-P District and its corresponding Master Plan designation.
- The Master Plan identifies this parcel as Planned Commercial, which is inconsistent with the proposed Text Amendments.
- The Master Plan does not contemplate warehousing, small warehousing, truck rental, or outdoor storage in the C-P District.
- The retail component proposed in the commercial C-P District is less than 5 percent of the project and is therefore inconsistent with the intent of the District.
- Warehousing and small warehousing is not permitted in the C-P District and is inconsistent with the Master Plan and planned growth strategy for the area, in part because these proposed uses are industrial in character.
- The amendment requests that all C-P District properties, which are located in highly visible, high traffic areas, allow warehousing, small warehousing, truck rental, and outdoor storage uses, which is contrary to the District intent and current zoning.

(2) Changed Conditions

The Planning Commission may consider this standard NOT MET due to the following:

- The property and immediate area are well-established commercial areas with high traffic counts and isolated vacancies; therefore, change has not occurred to warrant allowing industrial warehousing and small warehousing within the C-P District.
- The applicant has failed to demonstrate a need for incorporating warehousing, small warehousing, truck rental, and outdoor storage into the C-P District.
- The application fails to identify changed conditions in the C-P District aside from landlord-tenant issues.

(3) Health, Safety, and Welfare

The Planning Commission may consider this standard NOT MET due to the following:

- The application fails to justify how the warehousing and outdoor storage uses proposed positively affect the general welfare of the adjacent residential properties.
- The application fails to demonstrate how introducing land uses contrary to the planned commercial are promotes the health and general welfare of businesses in that area.
- The request fails to address the welfare of current and planned businesses in the C-P District.
- The changes proposed would be detrimental to the planned growth pattern and commercial viability of businesses in the C-P District.

(4) Public Policy

The Planning Commission may consider this standard NOT MET due to the following:

U-Haul Zoning Ordinance Text Amendment-Township Board Introduction

- The applicant has failed to justify how the request is in the best interest of the community and existing commercial and/or residential uses that share the site and surrounding areas.
- The request is contrary to the Township growth patterns and master planned future land uses for the C-P District.
- The application fails to justify why warehousing, small warehousing, and outdoor storage is needed in the C-P District adjacent to established residential neighborhoods, when it is permitted by right in the I-G and I-L Districts.
- The amendment is specific to the U-Haul use and does not consider the *whole* C-P District, only the applicants' property, which is contrary to the good of the *whole* community.

CONCLUSION:

Garfield Township's Planned Shopping Centers are strategically located along our major thoroughfares and adjacent to single-family neighborhoods, which presents a compatibility challenge when trying to justify a warehousing and small warehousing use. In addition, there are hundreds of acres that are properly zoned to accommodate the proposed warehousing use, and the request fails to demonstrate a need to expand the use into commercial areas.

Upon review of the standards required to justify any amendment to our Zoning Ordinance (421.F(1) Master Plan Consistency through 421.F(5) Other Factors), the Planning Commission has unanimously found that the proposed Text Amendment cannot be justified.

ACTION REQUESTED:

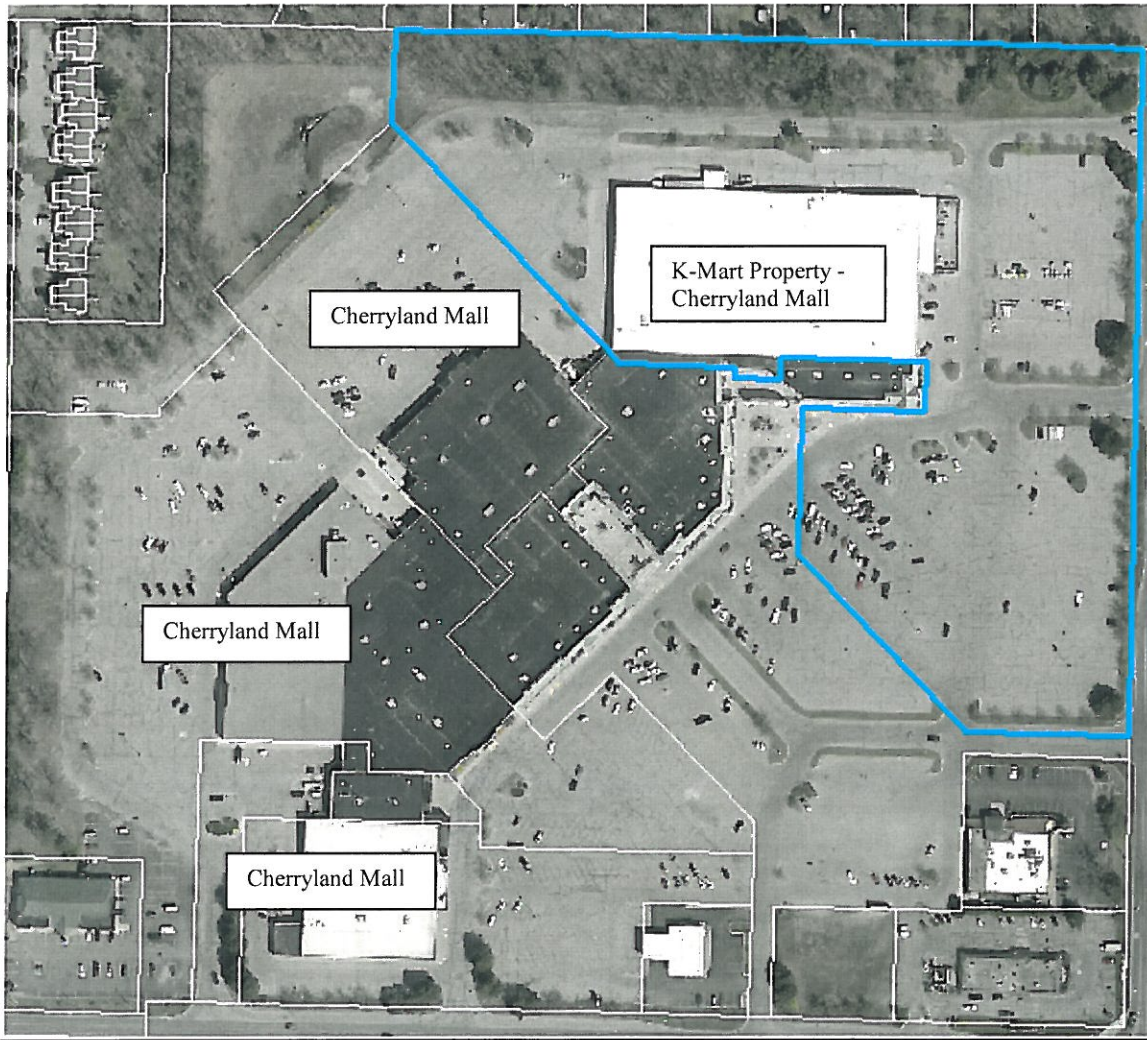
The purpose of this item being placed on tonight's agenda is to introduce the application and schedule it for public hearing. If the Board is prepared accept the application and schedule it for public hearing, the following motion is suggested:

THAT application Z-2017-04 BE SCHEDULED for public hearing for the Garfield Township Board meeting to be held on November 13, 2018.

Any additional information that the Planning Commission determines to be necessary should be added to this motion.

Attachments:

1. Exhibit A – Concept site plan provided by applicant, dated November 7, 2017





AERIAL

NTS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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VICINITY MAP

NTS

PLAN SUBMITTAL FOR INFORMATION ONLY - NOT FORMAL SPA REVIEW

Municipality: Charter Township of Goshawk
 Address: 1712 S. Goshawk Ave., Traverse City, MI 49686
 Existing Zoning: C-P Planning Shopping Center Commercial

Proposed Use(s): Retail and Self-Storage Facility with Truck and Trailer Storage
 Lot Area: 9.3 acres / 401,244 SF
 Building Area: 26,498 SF
 Self-Storage: 3,886 SF
 Retail Retail - Showroom: 1,844 SF
 DSI: 1,844 SF
 Exterior Storage Building Total Area: 6,000 SF

Proposed Spaces

Proposed Spaces	Required
General Retail - 157,200 SF GFA	10
Self-Storage - 3,886 SF GFA	10
Self-Storage - 157,200 SF GFA	9
6 Employees / 157,200 SF	2
Total Spaces	30

Total Parking Spaces includes 1 ADA Parking Spaces
 More than enough adequate parking spaces available. Existing spaces to remain

AMERCO
 REAL ESTATE CONSULTANT

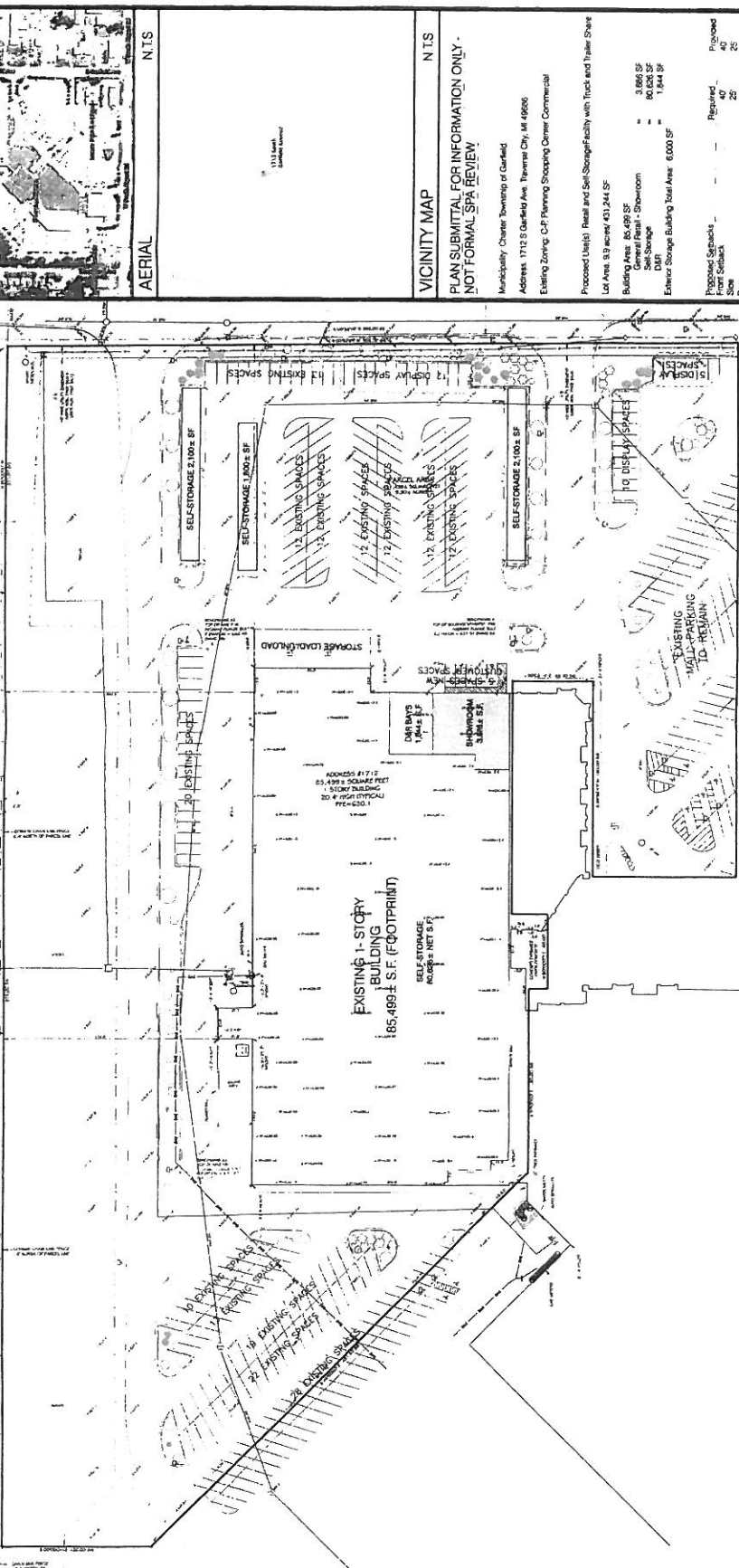
U-HALL OF TRAVERSE CITY
 1712 GOSHAOK AVE
 TRAVERSE CITY, MI 49686

CONCEPT SITE PLAN

751074

SP-1

10/07/17



FUTURE DEVELOPMENT PARCEL
 BY OTHERS
 2.3 ACRES

PROPOSED SITE LAYOUT

ZONING

SCALE: 1" = 40'

Grand Traverse Conservation District
September 2018 Report

CONSERVATION TEAM

OWNER/PARKLAND: Garfield Township – Various

Administration

- Attended and provided updates at monthly Garfield Parks and Recreation meeting.
- Met on-site with Deputy Planner, Erik Perdonik, to review projects and trail placement at Silver Lake Recreation Area.
- Coordinated with Bill Mouser a time to assess the seasonal removal of the new ADA watercraft landing at Boardman Valley Nature Preserve.

Routine Monitoring and Maintenance

- Monitored trails and trailheads at all Garfield parklands, replaced dog waste bags at trailhead dispensers, and picked up trash as necessary.
- Switched garbage totes at Silver Lake Rec Area dog park on a regular basis to accommodate dog waste disposal needs.
- Removed silt fencing installed for trail re-route at Miller Creek Nature Reserve. Soil Erosion permit cleared.
- Removed silt fencing at Silver Lake Rec Area adjacent to Mud Lake.
- Provided trail erosion repairs at Silver Lake Recreation Area by installing berms, water-bars, and aggregate.
- Cleared trails of downed trees at all Garfield parks following multiple wind events during September.
- Addressed various high erosion sites at Commons. Solutions included: adding aggregate, grade reversal/water dips, and water-bar installation.
- Switched interpretive posters from summer to autumn theme at Garfield park trailhead kiosks
- Removed or replaced damaged fencing at trailheads as appropriate.
- Continued to address re-occurring vandalism at the Commons Natural Area.
- Assisted Boardman River Clean Sweep in removing abandoned homeless camp-sites at Verizon property/Boardman Valley Nature Preserve.
- Fixed damaged trash surround post at Silver Lake Rec Area.

Other

- Met with Cass Road property owner to continue discussions regarding the option to purchase his parcel for access to Miller Creek park and reduce flooding on Miller Creek.
- Sought tree stock at local nurseries for Silver Lake RA buffer along E. Silver Lk. Rd.
- Coordinated treatment of invasive callery pear at the Commons by the Northwest Michigan Invasive Species Network crew.

OWNER/PARKLAND: Recreational Authority – Hickory Meadows**Administration**

- Attended and prepared the draft agenda for the monthly Hickory Meadows Advisory Committee (HMAC) meeting.
- Attended and provided updates at the monthly Rec Authority Board meeting.
- Corresponded with Derek Melville, TC Superintendent of Parks and Recreation, regarding water runoff and erosion on Meadows property related to Hills construction.
- Communicated with City staff, contractors, and the HMAC regarding Hickory Hills infrastructure plans, including drain field construction on Meadows property.
- Met on-site with HMAC member, Bill Brundage, to go over winter trail grooming plans.
- Met with Bill Brundage and Angie Lucas, GTRLC steward that over-see Arcadia grasslands project, to discuss potential of grassland restoration at Hickory Meadows.
- Researched native tree stock at nurseries for planned buffer along property boundary with Hickory Hills.

Routine Monitoring and Maintenance

- Addressed erosion site near Randolph St. Trailhead. Solution involved adding aggregate with a raised center to encourage water to run off trail.
- Monitored all trails and trailheads, picked-up trash, and replaced dog waste bags as needed
- Cleared Hickory Meadows trails of downed trees after multiple wind events throughout September.
- Downloaded trail counters for review and analysis.
- Continued to supply, collect, and record user surveys at main trailheads.
- Monitored erosion concerns on Meadows property.
- Switched seasonal interpretive posters at Hickory Meadow trailhead info stations from summer to autumn. Autumn topics include ‘Smart Defense’, ‘Fall Fungi’, and ‘Forest Floor’.

BOARDMAN RIVER STEWARDSHIP

- Met twice with Dr. Tamara Coleman, NMC Biology Professor to talk to her students about dam removal and the Boardman River Watershed.
- Completed paper work for the USFWS Phase-II wood grant planned for the new river channel at Brown Bridge.
- Met on several occasions with Tom Knoop, the contractor restoring two severely eroding streambanks within the County’s NER.
- Assisted with the preparation of a US Forest Service Landscape Scale Restoration grant to continue invasive species control work and native tree and shrub plantings at Brown Bridge, Boardman, and Sabin bottomlands.
- Assisted the MDEQ and dam removal staff in a tour of the dam removal sites.
- Began a list for the Watershed Center GT Bay’s planned update of the Watershed Plan by identifying projects that have taken place within the Boardman River Watershed since the last update in 2004.



- Received a report from a property owner on the North Branch of the Boardman regarding a possible illegal bridge.
- Attended Rotary’s Friends of the Boardman event.
- Began looking into options to replace the cedar whole-log fencing with treated log fencing. Spoke to Mark Randolph from Kalkaska Conservation District about the need to replace fencing along the North Branch on state land.
- Prepared for and conducted an Adams Chapter of Trout Unlimited work bee to repair a site that was restored last year on state land but needed additional work.

ENVIRONMENTAL EDUCATION

Nature Center Visitation this Month: 266
Program Participants this month: 93
Drop ins this month: 173
Nature Center Visitation this year: 5,846

Nature Center Visitation Sept 2017: 563
Program Participants Sept 2017: 384
Drop-in Sept 2017: 179
Nature Center Visitation since 2008: 84,669

Program Participation & Program Planning:

- Roughly 65 preschoolers and their families came to experience the Boardman River Nature Center’s Nature-Based preschool programming. This was in just two weeks of programming. The programs will wrap up mid-December.
- Continued planning and work with area organizations on our “No Barriers to Nature Program” which allows for access to the Boardman River Nature Center for disabled members of our community.
- Continued work on outdoor interpretive trails on the Fox Den and Sabin Loop of the Natural Education Reserve. Implementation of the exhibits is on hold until the construction on the dams is completed (many trail closures).
- Partnered with the conservation team and Invasive Species Network on some combined funding options to diversify our offerings.
- Start planning for the 2019 Boardman River Nature Center public programs offerings including summer camps which will be released in February this year.

FORESTRY ASSISTANCE PROGRAM (FAP)

Written Forest Management Recommendations: 1 QFP Verifications: 3 MAEAP/FWH Verifications: 0

FAP Referrals to Private Sector: 8 FAP Referrals to Public Sector: 0

In-office Contacts: 43 landowners Follow-up Contacts: 43 landowners/qualified foresters

On-Site Visits:

Grand Traverse County

1. Neautawana, 35 acs., Peninsula Twp. N.
2. Schrock, 40 acs., Fife Lake Twp.

FAP Promotion/Program Development:

1. Assist in submitting GLRI grant for Boardman River bottomlands restoration grant with GTCD staff
2. Mushroom Workshop (80 participants)
3. FAP Informational booth at the ASM State Tree Climbing Competition (50 contacts)
4. FAP monthly conference call
5. FAP Advisory Committee Meeting (9 in attendance)
6. Presentation on forestry/insects/diseases to NMC Plant Biology class (32 participants)
7. Oak wilt grant contracts out

MICHIGAN AGRICULTURE ENVIRONMENTAL ASSURANCE PROGRAM (MAEAP)

Farm Visits: 4 (Antrim/Grand Traverse), 4 (Benzie/Leelanau)

Risk Assessments Completed: 0 (Antrim/Grand Traverse), 3 (Benzie/Leelanau)

Farms Verified: 3

Updates:

- 9/7: Grand Traverse Verification
- 9/10: MAEAP Interviews
- 9/12: Antrim County Verification
- 9/14: MAEAP Second Interview
- 9/17: Quarterly Review with Regional Coordinator of Conservation Programs
- 9/17: Goal Setting Meeting for FY19
- 9/18: MAEAP Second Interview
- 9/19: MICareerQuest Kick-off Meeting
- 9/27: Grand Traverse Verification and Reverification
- 9/29: Household Hazardous Waste Event

Current Projects:

- Working with:
 - Farms in Antrim: 7
 - Farms in Grand Traverse: 12
 - Farms in Leelanau: 21
 - Farms in Benzie: 3

- Planning workshop for 2019 Northern Michigan Small Farms Conference
- Working with farms to complete NRCS EQIP applications.
- Collaborating with Grand Traverse County Resource Recovery Manager on Clean Sweep and Household Hazardous Waste events.
- Wrapping up 2018 reverifications.
- Finalizing 4th Quarter Cost-share report.
- Distributing cost-share funding to local agricultural producers to implement needed practices on their farms.
- Planning MAEAP session at the 2018 Freshwater Summit.
- 2018 MDARD Well Water Monitoring program for pesticide residues.
- Planning agriculture session for Leelanau Conservation District Field Day.
- Assisting 2 growers with mitigating issues related to Right to Farm complaints.

Upcoming Events:

- 10/1: NWMC Farm Bureau Board Meeting
- 10/4: Leelanau Conservation District Field Day
- 10/5: Antrim County Verification
- 10/15: Antrim Conservation District Board Meeting
- 10/17: MICareerQuest Committee Meeting
- 10/26: Freshwater Summit
- 10/29-10/31: MACD Convention
- 10/30: Agrichemical Container Recycling Collection Event

NORTHWEST MICHIGAN INVASIVE SPECIES NETWORK (ISN)**Public Inquiry Responses: 40****Active Contacts: 174****Passive Contacts: 5,837 +>200,000 (AP & NPR reporting)****Acres Surveyed: 95.25****Sites Surveyed: 40****Acres Treated: 42.75****Sites Treated: 36****Volunteer Hours: 0****Volunteers: 0****Meetings/Presentations:**

- 9/5 – Hosted ISN Steering Committee Meeting
- 9/17 – Attended & elected Chair at MISC Core Team meeting
- 9/19 - “Attended” Woody Invasives of the Great Lakes Collaborative meeting call
- 9/25 - Presented *Habitat Matters* to Whitewater Township; 17 attendees
- 9/25 - "Attended" Play Clean Go Tri-National Advisory Committee meeting call

Treatments, Restoration, and Surveys:

- Knotweed treatments: 2 sites, 0.25 acres
- Phragmites treatments: 20 sites, 39.5 acres
- Other species treatments: 12 sites, 3 acres
- Site visits/surveys: 4 sites, 71.5 acres

Other Accomplishments:

- 9/4 - WCMU interview on swallow-wort (see below)
- 9/14 - Submitted Rotary Systems Change Accelerator grant
- 9/14 - USFS Landscape Scale Restoration grant sent on for review
 - Approved & supported by State Forester for full submission!
- 9/18 - Submitted Williams Endowment Community Foundation grant
- 9/28 - Finalized & submitted MISGP grant: *Invasive Species Leadership in Northwest Lower Michigan*
- 9/28 - Finalized & submitted MISGP grant: *ISN Mission Fulfillment*
- Swallow-wort press release picked up by the AP and NPR, leading to reporting in [The Daily News](#), [The Detroit News](#), [Detroit Free Press](#), [WLNS](#), [Fox66](#), [Michigan Radio](#), [WNMU](#), [WKAR](#), [WCMU](#) (and other NPR stations), and Connecticut's [The Hour](#); estimated reach estimated >200,000
- Surveyed *Go Beyond Beauty* participants regarding possible sterile barberry cultivar; results [on website](#)
- Added [ISN in the News](#) and [Nature Change videos](#) pages to website
- Facebook reach: 3,509
- Website reach: 3,719
- Instagram reach: 1,027

Upcoming Events:

- Fall partner meeting Wednesday, November 7, 1-4pm, Boardman River Nature Center

Acronyms and Abbreviations

AECOM	Boardman River Dams Project Engineers
BBAC	Brown Bridge Advisory Committee
BRNC	Boardman River Nature Center
CRA	Conservation Resource Alliance
DDA	Downtown Development Authority
DNR	Department of Natural Resources
ECR	East Creek Reserve
EPA	Environmental Protection Agency
EQIP	Environmental Quality Incentive Program
GBB	Go Beyond Beauty
GIS	Geographic Information System
GLRI	Great Lakes Restoration Initiative
GM	Garlic mustard
GTCD	Grand Traverse Conservation District
HMAC	Hickory Meadows Advisory Committee
ISN	Invasive Species Network
JB	Japanese barberry
MACD	Michigan Association of Conservation Districts
MAEAP	Michigan Agriculture Environmental Assurance Program
MDARD	Michigan Department of Agriculture & Rural Development
MISC	Michigan Invasive Species Coalition
MNLA	Michigan Nursery & Landscape Association
NER	Natural Education Reserve
NMC	Northwestern Michigan College
NRCS	Natural Resources Conservation Service
NWMFFN	Northwest Michigan Food and Farming Network
NWISN	Northwest Michigan Invasive Species Network
OB	Oriental Bittersweet
USFWS	United State Fish & Wildlife Service
SEEDS	501(c)3 nonprofit organization
SFP	Safe Food Program
Tx	Treatment

Judith Battle

From: Chuck Korn
Sent: Tuesday, September 25, 2018 5:13 PM
To: Judith Battle
Subject: FW: Boardman Lake Loop Update
Attachments: WBLT Funding Engineering and Construction Timeline_Sept 2018 Update.pptx

[For first October meeting](#)

From: Julie Clark [<mailto:julie@traversetrails.org>]
Sent: Friday, September 21, 2018 4:19 PM
To: Marty Colburn; Penny Hill; Nate Alger; Chuck Korn
Cc: Chris Kushman
Subject: Boardman Lake Loop Update

Happy Friday,
 Hope you're all looking forward to a wonderful first weekend of fall.

I've been able to circle back with most of you on the status of the Boardman Lake Loop. I apologize for the radio silence. We'll be sure we get back to more regular status updates. There's been a lot of work accomplished on design and engineering as we try to tighten up final design and get easements in place. TART is also busy fundraising to ensure the matching funds are available. Until we get a date nailed down for the next leadership team meeting, here's a brief update:

Design and engineering:

- Medalie Park is currently at 80%. As we did not get the Passport or CZM grant, we need to review the proposed scope and dial back as appropriate. TART is working with County on what elements need to be cut to stay within budget and be sure we still meet the requirements for the DNR Trust Fund grant that included Medalie Park and the 2 pedestrian bridges on the south. We will bring a suggested scope adjustment to the Owners team for their concurrence.
- Trail between NMC and Medalie is a 90%.
- TAP portion of Loop is currently at 93% completion. P&N should have updated plan sets based on City engineering and GI feedback next week. Design along Cass Road remains in flux as we're working with landowners to secure easements
- There will be at least 2 owners team meetings between October and November as we nail down the final construction documents.
- The MDOT Rail Safety assessment was held yesterday (City staff, Prein & Newhof, MDOT Rail) and Scott reports that it went very well. MDOT Rails seems happy.

Easements:

- NMC University Center - easement narrative currently under review and revision with City attorney and NMC attorney; timing dependent on legal review
- Cass Road easements
 - CU Properties LLC - verbal agreement to grant easement; dependent on final easement location approval to the south and north before finalizing
 - Tyson Foods/Sara Lee Frozen Foods - Plant manager couldn't act until Tyson sale completed; TART is doing regular check-ins to proceed with next steps towards securing easement ASAP; last inquiry was 9-20-2018
 - Tradewinds Commerce Park South - verbal agreement to grant easement; currently negotiating utility pole relocation/exact trail placement

- Good News Automotive LLC - negotiating zoning changes/specifics with owner and Garfield Township. Very likely paying for this easement. Landowner is not excited about an easement
- Woodland Properties LLC - verbal agreement to grant easement; dependent on final easement location approval to the north before finalizing

Financing:

- The County did not get the coastal zone management grant for \$60,000. That was matched with TART funding. We will need to determine where changes may needed or items cut to meet budget.
- We will learn if the LWCF grant was successful in December
- Bonds for the loop were approved by the City Commission on Monday night.
- Fundraising is going well for private match. The City attorney is working on a fund agreement between TART and the City regarding finances.

Timeline

I've attached a timeline for your review. Due to prolonged easement negotiations, we are aiming for an October completion which means a December advertisement for bid and a January letting.

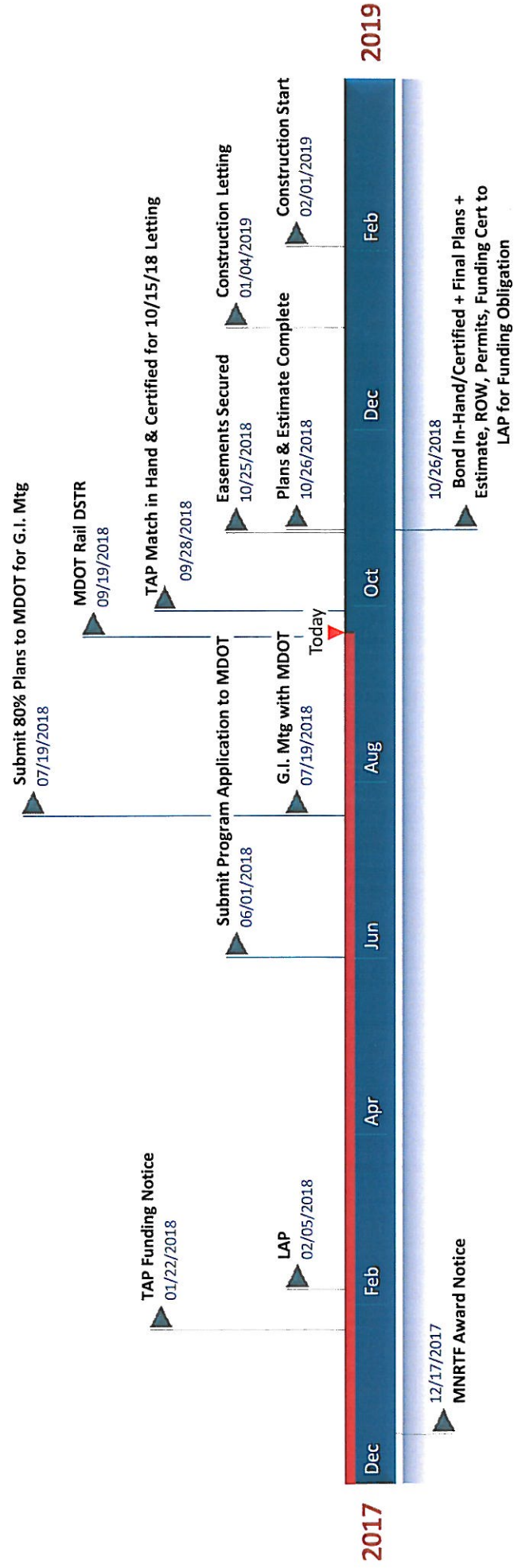
As the dates for an upcoming Leadership meeting have been problematic, I'll be sending out a doodle poll to find a good time for everyone. That will be a separate email.

Looking forward to meeting up in person soon.
Julie

Executive Director
TART Trails
PO Box 252
148 E. Front St, Suite 201
Traverse City, MI 49685
231.941.4300
www.traversetrails.org

"Enriching the Traverse region by providing a network of trails, bikeways, and pedestrian ways; and encouraging their use."

Boardman Lake Loop Trail Funding, Engineering, and Construction Timeline



9/26/2018

Grand Traverse Sheriff Department Calls for Service Statistics

Month Year
September 2018

Day of Week	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TOTAL			
	0	1	2	3	4	5	6	7			
Hour of Day	458	436	527	490	507	465	466	3,349			
	102	55	42	23	41	36	67	86			
	12	13	14	15	16	17	18	19			
	178	196	191	213	214	192	179	165			
Location	Citations		Traffic Crashes		Arrests		*Other	Criminal	Non-Criminal	Traffic Crashes	Totals
	Fatal	PIA	PDA	OWI	Criminal						
01 Acme	8	1	0	7	1	7	106	17	38	8	169
02 Blair	28	0	5	18	2	26	219	102	88	23	432
03 East Bay	18	0	3	21	1	12	196	64	78	24	362
04 Fife Lake	9	0	0	4	0	6	90	2	8	4	104
05 Garfield	58	0	9	69	4	73	606	319	395	78	1,398
06 Grant	2	0	0	0	0	0	20	6	15	0	41
07 Green Lake	9	1	0	5	1	8	111	32	41	6	190
08 Long Lake	1	0	1	4	0	1	53	19	38	5	115
09 Mayfield	8	0	0	7	0	1	69	7	8	7	91
10 Peninsula	5	0	0	6	1	2	54	14	66	6	140
11 Paradise	5	0	1	3	1	0	52	23	23	4	102
12 Union	0	0	0	2	0	2	9	3	3	2	17
13 Whitewater	4	0	0	3	0	2	49	13	10	3	75
29 Fife Lake Vlg	1	0	1	0	0	0	16	5	7	1	29
30 Kingsley Vlg	3	0	0	1	0	7	37	30	23	1	91
66 Traverse City	2	0	0	0	4	81	0	0	0	0	0
84 Out of County	0	0	0	0	0	11	0	0	0	0	0
Totals	161	2	20	150	15	239	1,687	656	841	172	3,356

*Other Calls for Service include: 911 Hangups; BOL; Follow-up to Complaints; Motorist Assists; Public Relations; Serving Legal papers; Traffic Stops; Warrant Attempts

As of 1/01/18, MIP alcohol citations are civil infractions, therefore no arrest is applicable.

Ticket stats are based on what District Court has entered as of 10/01/18.

Arrest stats are as of 10/01/18.

Totals are not equal.

Grand Traverse Sheriff Department Calls for Service Statistics

3rd Quarter Totals

July - September 2018

Day of Week	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TOTAL			
	0	1	2	3	4	5	6	7			
Hour of Day	1,455	1,630	1,755	1,692	1,700	1,332	1,319	10,883			
	331	210	169	95	94	97	193	292			
	12	13	14	15	16	17	18	19			
	576	620	652	661	694	657	607	513			
Location	Citations		Traffic Crashes		Arrests		*Other	Criminal	Total		
	Fatal	PIA	PDA	OWI	Criminal	Non-Criminal	Traffic Crashes				
01 Acme	49	1	3	31	3	20	362	87	144	35	628
02 Blair	80	0	15	75	8	51	672	282	316	90	1,360
03 East Bay	91	0	9	72	6	39	674	230	311	81	1,296
04 Fife Lake	30	0	3	13	1	7	291	12	42	16	361
05 Garfield	188	0	28	214	18	279	1,888	1,108	1,224	242	4,462
06 Grant	8	0	1	5	2	2	61	24	37	6	128
07 Green Lake	28	1	2	16	3	21	360	85	143	19	607
08 Long Lake	20	0	6	19	2	17	171	90	148	25	434
09 Mayfield	21	0	2	13	1	4	175	17	18	15	225
10 Peninsula	16	0	0	20	2	2	175	40	194	20	429
11 Paradise	27	0	1	17	1	7	177	56	76	18	327
12 Union	2	0	0	6	1	3	38	8	14	6	66
13 Whitewater	15	0	1	14	0	5	157	28	45	15	245
29 Fife Lake Vlg	1	0	1	4	0	1	45	15	28	5	93
30 Kingsley Vlg	8	0	0	5	0	25	105	64	61	5	235
66 Traverse City	16	0	0	0	9	229	0	0	0	0	0
84 Out of County	0	0	0	0	0	50	0	0	0	0	0
Totals	600	2	72	524	57	762	5,351	2,146	2,801	598	10,896

*Other Calls for Service Include: 911 Hangups; BOL; Follow-up to Complaints; Motorist Assists; Public Relations; Serving Legal papers; Traffic Stops; Warrant Attempts

As of 10/01/18, MIP alcohol citations are civil infractions, therefore no arrest is applicable.

Ticket stats are based on what District Court has entered as of 10/01/18.

Arrest stats are as of 10/01/18.

Totals are not equal.



Call For Service By Call Type Report

Print Date/Time: 10/02/2018 01:00
Login ID: hmiller
Layer: Beat
Areas: Garfield

From Date: 09/01/2018 00:00(Continuous)
To Date: 09/30/2018 23:59
Agency Type: Police

CALL FOR SERVICE TYPE	CALLS FOR SERVICE	PERCENT OF TOTAL
<NEW CALL>	1	0.07
Abandoned Vehicle	11	0.79
Alarm	50	3.58
Alarm - Bank	1	0.07
ALS Intercept	3	0.21
Assault	10	0.72
Assist	95	6.8
B&E	2	0.14
BOL	67	4.79
C911 Hangup	11	0.79
Call Transfer	2	0.14
Civil	21	1.5
Disorderly	18	1.29
Dog in Distress	7	0.5
Domestic - Physical Assault	8	0.57
Drunkenness	13	0.93
DWLS	2	0.14
E911 hangup	23	1.65
EMS	32	2.29
F - Assist	4	0.29
F - Carbon Monoxide	2	0.14
F - Commercial Fire	3	0.21
F - Fire Alarm	21	1.5
F - Hazard	4	0.29
F - Illegal burn	3	0.21
F - Residential Fire	2	0.14



Call For Service By Call Type Report

Print Date/Time: 10/02/2018 01:00
Login ID: hmiller
Layer: Beat
Areas: Garfield

From Date: 09/01/2018 00:00(Continuous)
To Date: 09/30/2018 23:59
Agency Type: Police

CALL FOR SERVICE TYPE	CALLS FOR SERVICE	PERCENT OF TOTAL
F - Vehicle Fire	3	0.21
F - Water Flow Alarm	5	0.36
Fireworks	2	0.14
Follow Up	2	0.14
Fraud	8	0.57
FU	63	4.51
Harassment	4	0.29
Health and Safety	11	0.79
Home Visit	7	0.5
K9 Assist	1	0.07
Larceny	14	1
Liquor Inspection	7	0.5
Lockdown - Drill	1	0.07
Lost/Found	8	0.57
LSPDA	15	1.07
MA	8	0.57
Marine	2	0.14
MDOP	7	0.5
Meeting	1	0.07
Mental	22	1.57
Missing Person	4	0.29
Obstruct Police	3	0.21
Obstruction of Justice	77	5.51
Ordinance Violation	15	1.07
OWI	5	0.36
PDA	50	3.58



Call For Service By Call Type Report

Print Date/Time: 10/02/2018 01:00
 Login ID: hmiller
 Layer: Beat
 Areas: Garfield

From Date: 09/01/2018 00:00(Continuous)
 To Date: 09/30/2018 23:59
 Agency Type: Police

CALL FOR SERVICE TYPE	CALLS FOR SERVICE	PERCENT OF TOTAL
PDA Private Property	19	1.36
PIA	9	0.64
PPOMIO	5	0.36
Property Inspection	15	1.07
Public Relations	6	0.43
RAW	1	0.07
Retail Fraud	25	1.79
Sergeant Referral	3	0.21
SLP	11	0.79
Stalking	3	0.21
Suicidal Person	13	0.93
Suspicious	93	6.65
TEST	3	0.21
Threats	5	0.36
Traffic	44	3.15
Traffic Violation	6	0.43
Trespass	10	0.72
TS	293	20.96
UDAA	3	0.21
VCSA	4	0.29
VIN Inspection	3	0.21
Warrant Arrest	37	2.65
Warrant Attempt	4	0.29
Weapons	1	0.07
Welfare Check	12	0.86
WRNT	9	0.64



Call For Service By Call Type Report

Print Date/Time: 10/02/2018 01:00
Login ID: hmiller
Layer: Beat

From Date: 09/01/2018 00:00(Continuous)
To Date: 09/30/2018 23:59
Agency Type: Police

Total Calls For Service:

1398

September 9, 2018

Ms. Judy Battle
Garfield Township
3848 Veterans Drive
Traverse City, MI 49684

Dear Ms. Battle:

I am writing to express my interest in the Office Coordinator position listed on your website. I am currently employed at Chemical Bank as a Customer Service Center Supervisor and have the experience and office administration skills to meet the qualifications for your position.

My background includes working as an Office Manager at an energy company. Reporting to the CEO and CFO, I was responsible for accurately typing the quarterly and annual SEC financial statements and Board of Directors' meeting agendas and packets. I maintained the corporate documents for all its entities, and ensured timely renewal of licenses. In addition, I assisted the Land Department in preparing lease renewals and researching chain of title issues.

During the past 6 years, I have acquired substantial experience in providing outstanding customer service. I have a firm grasp of banking procedures, services and products and the skills to answer and resolve customer requests and issues promptly, professionally and accurately. My supervisory responsibilities include leading and motivating our team to meet company-wide service and product sales goals. Experience has taught me how recognize our customer needs and recommend products that build stronger relationships with the bank.

After you have reviewed the enclosed resume for further details of my skills and work history, I would be glad to answer any of your questions. I look forward to setting up an interview with you so that we can discuss how I can bring my experience and knowledge to the Garfield Township's Office Coordinator position. Please call me at (231) 668-2500 at your earliest convenience.

Sincerely,



Karen L Leaver
3541 Manchester
Traverse City, MI 49686
(231) 668-2500

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 as long as 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 September in the General Fund, you will find that we had a total of \$20,879.63 Revenues and \$374,450.57 Expenditures. For the year we have a total of \$2,967,114.08 Revenues and \$2,207,575.53 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

User: Lanie
DB: Garfield

PERIOD ENDII 30/2018

GL NUMBER	DESCRIPTION	2018		YTD BALANCE 09/30/2018	ACTIVITY FOR MONTH 09/30/18	AVAILABLE BALANCE	% BDT USED
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
Dept 101 - TOWNBOARD							
101-101-701.100	WAGES - TRUSTEE	12,000.00	12,000.00	7,950.00	750.00	4,050.00	66.25
101-101-701.101	WAGES - FILE CLERK	28,111.20	28,111.20	16,501.44	1,702.89	11,609.76	58.70
101-101-701.102	WAGES - TRUSTEE	12,000.00	12,000.00	8,250.00	1,300.00	3,750.00	68.75
101-101-701.103	WAGES - TRUSTEE	12,000.00	12,000.00	7,850.00	1,150.00	4,150.00	65.42
101-101-701.104	WAGES - TRUSTEE	12,000.00	12,000.00	7,750.00	1,150.00	4,250.00	64.58
101-101-701.105	WAGES - OFFICE COORDINATOR	31,961.38	31,961.38	24,551.20	2,457.60	7,410.18	76.82
101-101-726.000	SUPPLIES	5,000.00	5,000.00	4,326.86	596.94	673.14	86.54
101-101-726.001	POSTAGE	7,000.00	7,000.00	4,802.74	0.00	2,197.26	68.61
101-101-726.002	SUPPLIES - COPIER MAINTENANCE	7,500.00	7,500.00	4,132.56	466.93	3,367.44	55.10
101-101-801.002	LEGAL SERVICES - TOWNBOARD	15,000.00	15,000.00	11,026.32	1,948.35	3,973.68	73.51
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	16,500.00	16,500.00	15,174.00	0.00	1,326.00	91.96
101-101-805.000	CONTRACTED AND OTHER SERVICES	6,000.00	6,000.00	5,842.50	1,048.00	157.50	97.38
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	2,143.07	0.00	1,356.93	61.23
101-101-901.000	ADVERTISING	7,000.00	7,000.00	3,492.54	381.50	3,507.46	49.89
101-101-960.000	EDUCATION & TRAINING	4,000.00	4,000.00	464.46	275.00	3,535.54	11.61
101-101-965.101	DUES & PUBLICATIONS -TOWNBOAR	2,500.00	2,500.00	1,683.43	775.00	816.57	67.34
101-101-965.102	DUES - MICHIGAN TOWNSHIP ASSO	6,500.00	6,500.00	5,961.64	0.00	538.36	91.72
Total Dept 101 - TOWNBOARD		199,072.58	199,072.58	131,902.76	14,002.21	67,169.82	66.26
Dept 171 - TOWNSHIP SUPERVISOR							
101-171-701.201	WAGES - SUPERVISOR	73,399.69	73,399.69	56,403.30	5,646.14	16,996.39	76.84
101-171-701.202	WAGES - APPRAISER II	42,882.00	42,882.00	32,942.40	3,297.60	9,939.60	76.82
101-171-701.204	WAGES - APPRAISER III	51,117.39	51,117.39	30,447.87	3,723.20	20,669.52	59.56
101-171-701.205	WAGES - ASSESSOR	90,625.58	90,625.58	69,610.50	6,971.20	21,015.08	76.81
101-171-726.000	SUPPLIES	2,000.00	2,000.00	677.48	140.96	1,322.52	33.87
101-171-726.001	POSTAGE	3,500.00	3,500.00	3,633.10	0.00	(133.10)	103.80
101-171-805.000	CONTRACTED AND OTHER SERVICES	25,000.00	25,000.00	8,277.20	0.00	16,722.80	33.11
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	520.48	0.00	479.52	52.05
101-171-900.000	PRINTING & PUBLISHING	2,000.00	2,000.00	1,262.72	0.00	737.28	63.14
101-171-901.000	ADVERTISING	500.00	500.00	245.70	245.70	254.30	49.14
101-171-960.000	EDUCATION & TRAINING	7,000.00	7,000.00	2,574.82	0.00	4,425.18	36.78
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	3,000.00	3,000.00	1,592.00	0.00	1,408.00	53.07
Total Dept 171 - TOWNSHIP SUPERVISOR		304,024.66	304,024.66	208,187.57	20,024.80	95,837.09	68.48
Dept 191 - ELECTIONS							
101-191-701.000	WAGES	45,000.00	45,000.00	12,888.75	0.00	32,111.25	28.64
101-191-726.000	SUPPLIES	10,000.00	10,000.00	5,737.77	906.18	4,262.23	57.38
101-191-726.001	POSTAGE	9,000.00	9,000.00	4,202.72	1,041.36	4,797.28	46.70
101-191-860.000	MILEAGE	400.00	400.00	12.26	0.00	387.74	3.07
101-191-901.000	ADVERTISING	500.00	500.00	158.46	78.46	341.54	31.69
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	165.46	0.00	4,834.54	3.31
Total Dept 191 - ELECTIONS		72,900.00	72,900.00	23,165.42	2,026.00	49,734.58	31.78
Dept 215 - TOWNSHIP CLERK							

User: Lanie DB: Garfield PERIOD ENDIN 30/2018 2018 ORIGINAL BUDGET AMENDED BUDGET

GL NUMBER	DESCRIPTION	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	YTD BALANCE 09/30/2018	ACTIVITY FOR MONTH 09/30/18	AVAILABLE BALANCE	% BDCGT USED
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-215-701.300	WAGES - CLERK	73,399.69	73,399.69	56,403.30	5,646.14	16,996.39	76.84
101-215-701.302	WAGES - DEPUTY CLERK	43,660.28	43,660.28	33,474.94	3,358.48	10,185.34	76.67
101-215-701.303	WAGES - ACCOUNTANT	5,000.00	5,000.00	510.00	0.00	4,490.00	10.20
101-215-726.000	SUPPLIES	1,500.00	1,500.00	1,016.00	150.65	484.00	67.73
101-215-860.300	MILEAGE - CLERK	400.00	400.00	268.14	0.00	131.86	67.04
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	2,736.00	0.00	3,264.00	45.60
101-215-965.000	DUES & PUBLICATIONS	700.00	700.00	310.00	0.00	390.00	44.29
Total Dept 215 - TOWNSHIP CLERK		131,559.97	131,559.97	94,718.38	9,155.27	36,841.59	72.00
Dept 247 - BOARD OF REVIEW							
101-247-701.400	WAGES - B OF R	1,500.00	1,500.00	700.00	0.00	800.00	46.67
101-247-701.401	WAGES - B OF R	1,500.00	1,500.00	700.00	0.00	800.00	46.67
101-247-701.402	WAGES - B OF R	1,500.00	1,500.00	700.00	0.00	800.00	46.67
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
Total Dept 247 - BOARD OF REVIEW		6,200.00	6,200.00	2,100.00	0.00	4,100.00	33.87
Dept 253 - TOWNSHIP TREASURER							
101-253-701.500	WAGES - TREASURER	73,399.69	73,399.69	56,403.69	5,646.14	16,996.00	76.84
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	43,660.28	43,660.28	33,474.94	3,358.48	10,185.34	76.67
101-253-726.000	SUPPLIES	2,500.00	2,500.00	1,299.66	100.56	1,200.34	51.99
101-253-726.001	POSTAGE	6,500.00	6,500.00	2,385.20	0.00	4,114.80	36.70
101-253-801.000	LEGAL SERVICES	3,000.00	3,000.00	514.00	30.00	2,486.00	17.13
101-253-809.000	Bank Fees	300.00	300.00	7.00	0.00	293.00	2.33
101-253-860.500	MILEAGE - TREASURER	700.00	700.00	155.42	0.00	544.58	22.20
101-253-860.501	MILEAGE - DEPUTY TREASURER	500.00	500.00	135.05	0.00	364.95	27.01
101-253-900.000	PRINTING & PUBLISHING	2,000.00	2,000.00	689.88	0.00	1,310.12	34.49
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	2,489.00	0.00	2,011.00	55.31
101-253-965.000	DUES & PUBLICATIONS	500.00	500.00	185.00	0.00	315.00	37.00
Total Dept 253 - TOWNSHIP TREASURER		142,659.97	142,659.97	97,738.84	9,135.18	44,921.13	68.51
Dept 258 - COMPUTER SUPPORT							
101-258-726.000	SUPPLIES	6,000.00	6,000.00	1,497.50	0.00	4,502.50	24.96
101-258-935.015	COMPUTER SUPPORT SYSTEMS	27,000.00	27,000.00	15,077.99	0.00	11,922.01	55.84
101-258-935.016	COMPUTER NETWORK	4,000.00	4,000.00	675.00	75.00	3,325.00	16.88
Total Dept 258 - COMPUTER SUPPORT		37,000.00	37,000.00	17,250.49	75.00	19,749.51	46.62
Dept 265 - TOWNSHIP HALL							
101-265-701.011	Maintenance Wages	10,000.00	10,000.00	5,925.03	685.75	4,074.97	59.25
101-265-726.003	SUPPLIES-MAINTANCE	3,500.00	3,500.00	1,272.15	0.00	2,227.85	36.35
101-265-850.000	TELEPHONE	15,000.00	15,000.00	11,327.20	1,290.76	3,672.80	75.51
101-265-920.601	HEATING / GAS	12,000.00	12,000.00	10,198.20	95.39	1,801.80	84.99
101-265-920.602	WATER / SEWER	6,000.00	6,000.00	3,051.37	904.07	2,948.63	50.86
101-265-920.603	LIGHTS BUILDING	13,500.00	13,500.00	11,139.47	0.00	2,360.53	82.51

User: Lanie
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GL NUMBER	DESCRIPTION	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	YTD BALANCE 09/30/2018	ACTIVITY FOR MONTH 09/30/18	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-265-935.601	SNOW PLOWING	10,000.00	10,000.00	2,075.00	0.00	7,925.00	20.75
101-265-935.602	LAWN MAINTENANCE	10,000.00	10,000.00	4,030.60	340.00	5,969.40	40.31
101-265-935.603	CLEANING SERVICE	15,000.00	15,000.00	9,739.00	1,150.00	5,261.00	64.93
101-265-935.604	RUBBISH REMOVAL	1,000.00	1,000.00	723.00	85.00	277.00	72.30
101-265-935.605	BUILDING REPAIR	50,000.00	50,000.00	700.00	700.00	49,300.00	1.40
101-265-935.606	ELECTRONIC PROTECTION SYSTEM	1,500.00	1,500.00	1,096.20	0.00	403.80	73.08
101-265-935.608	MAINTENANCE-OTHER	15,000.00	15,000.00	13,362.41	200.00	1,637.59	89.08
Total Dept 265 - TOWNSHIP HALL		162,500.00	162,500.00	74,639.63	5,450.97	87,860.37	45.93
Dept 301 - POLICE SERVICES		1,100,000.00	1,100,000.00	761,972.25	253,990.75	338,027.75	69.27
101-301-830.000 POLICE CONTRACT							
Total Dept 301 - POLICE SERVICES		1,100,000.00	1,100,000.00	761,972.25	253,990.75	338,027.75	69.27
Dept 371 - TOWNSHIP BUILDING INSPECTOR							
101-371-701.702	WAGES BUILDING ASSISTANT	15,510.98	15,510.98	11,815.16	1,182.74	3,695.82	76.17
101-371-701.703	WAGES - BUILDING	71,262.00	71,262.00	54,637.70	5,481.70	16,624.30	76.67
101-371-701.704	WAGES - BUILDING	22,000.00	22,000.00	14,005.89	1,404.52	7,994.11	63.66
101-371-701.705	WAGES - CONSTRUCTION BOARD	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	246.58	0.00	753.42	24.66
101-371-960.000	EDUCATION & TRAINING	1,000.00	1,000.00	688.00	0.00	312.00	68.80
101-371-965.000	DUES & PUBLICATIONS	1,500.00	1,500.00	437.85	0.00	1,062.15	29.19
Total Dept 371 - TOWNSHIP BUILDING INSPECTOR		113,272.98	113,272.98	81,831.18	8,068.96	31,441.80	72.24
Dept 400 - PLANNING COMMISSION							
101-400-701.800	WAGES - PLANNING	2,000.00	2,000.00	1,300.00	200.00	700.00	65.00
101-400-701.801	WAGES - PLANNING	2,000.00	2,000.00	300.00	100.00	1,700.00	15.00
101-400-701.802	WAGES - PLANNING	2,000.00	2,000.00	1,600.00	200.00	400.00	80.00
101-400-701.804	WAGES - PLANNING	2,000.00	2,000.00	1,500.00	200.00	500.00	75.00
101-400-701.805	WAGES - PLANNING	2,000.00	2,000.00	1,600.00	200.00	400.00	80.00
101-400-701.806	WAGES - PLANNING	2,000.00	2,000.00	1,600.00	200.00	400.00	80.00
101-400-701.808	WAGES - PLANNING	2,000.00	2,000.00	1,800.00	300.00	200.00	90.00
101-400-801.000	LEGAL SERVICES	22,000.00	22,000.00	16,282.04	240.50	5,717.96	74.01
101-400-805.000	CONTRACTED AND OTHER SERVICES	6,000.00	6,000.00	3,636.00	148.00	2,364.00	60.60
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	1,357.00	273.75	643.00	67.85
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	500.00	500.00	0.00	0.00	500.00	0.00
Total Dept 400 - PLANNING COMMISSION		47,500.00	47,500.00	30,975.04	2,062.25	16,524.96	65.21
Dept 401 - TOWNSHIP PLANNER							
101-401-701.900	WAGES - PLANNER	71,751.75	71,751.75	55,062.19	5,519.36	16,689.56	76.74
101-401-701.901	WAGES - DEPUTY PLANNER	51,371.62	51,371.62	39,464.04	3,950.40	11,907.58	76.82
101-401-701.902	WAGES - PLANNER ASSISTANT	11,633.23	11,633.23	8,861.22	887.02	2,772.01	76.17
101-401-726.000	SUPPLIES	1,000.00	1,000.00	228.73	0.00	771.27	22.87
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	174.22	174.22	125.78	58.07
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	1,379.95	1,379.95	3,620.05	27.60

User: Lanie
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 2018
 ORIGINAL BUDGET AMENDED BUDGET


GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 09/30/2018	ACTIVITY FOR MONTH 09/30/18	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-401-965.000	DUES & PUBLICATIONS	1,000.00	1,000.00	620.00	95.00	380.00	62.00
Total Dept 401 - TOWNSHIP PLANNER		144,356.60	144,356.60	105,790.35	12,005.95	38,566.25	73.28
Dept 410 - ZONING BOARD OF APPEALS							
101-410-701.001	WAGES - ZONING	1,200.00	1,200.00	200.00	0.00	1,000.00	16.67
101-410-701.002	WAGES - ZONING	1,200.00	1,200.00	200.00	0.00	1,000.00	16.67
101-410-701.003	WAGES - ZONING	1,200.00	1,200.00	200.00	0.00	1,000.00	16.67
101-410-701.004	WAGES - ZONING	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
101-410-701.005	WAGES - ZONING	1,200.00	1,200.00	200.00	0.00	1,000.00	16.67
101-410-801.000	LEGAL SERVICES	10,000.00	10,000.00	594.50	0.00	9,405.50	5.95
101-410-805.000	CONTRACTED AND OTHER SERVICES	1,000.00	1,000.00	148.00	0.00	852.00	14.80
101-410-901.000	ADVERTISING	2,000.00	2,000.00	360.75	0.00	1,639.25	18.04
101-410-960.000	EDUCATION & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 410 - ZONING BOARD OF APPEALS		20,000.00	20,000.00	1,903.25	0.00	18,096.75	9.52
Dept 412 - ZONING ADMINISTRATOR							
101-412-701.601	WAGES	50,454.55	50,454.55	38,754.68	3,881.12	11,699.87	76.81
101-412-701.602	WAGES ZONING	16,000.00	16,000.00	9,999.19	1,184.96	6,000.81	62.49
101-412-726.000	SUPPLIES	1,000.00	1,000.00	512.51	0.00	487.49	51.25
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	95.00	0.00	1,905.00	4.75
101-412-965.000	DUES & PUBLICATIONS	500.00	500.00	0.00	0.00	500.00	0.00
Total Dept 412 - ZONING ADMINISTRATOR		70,254.55	70,254.55	49,361.38	5,066.08	20,893.17	70.26
Dept 448 - STREET LIGHTS - TOWNSHIP							
101-448-920.005	STREET LIGHTS TOWNSHIP	80,000.00	80,000.00	59,694.86	6,645.55	20,305.14	74.62
Total Dept 448 - STREET LIGHTS - TOWNSHIP		80,000.00	80,000.00	59,694.86	6,645.55	20,305.14	74.62
Dept 747 - COMMUNITY PROMOTIONS							
101-747-880.003	COM. PROM. - TRAVERSE BAY EDC	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
101-747-880.004	COM. PROM. - TC-TALUS	3,000.00	3,000.00	3,000.00	0.00	0.00	100.00
101-747-880.007	COM. PROM. - COMMUNITY AWAREN	20,000.00	20,000.00	11,270.00	0.00	8,730.00	56.35
101-747-880.008	COM. PROM. - CONTRACTED SERVI	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
101-747-880.011	COM. PROM. - P.E.G.	100,000.00	100,000.00	47,426.82	0.00	52,573.18	47.43
101-747-880.017	COM. PROM. - TV BOARD	2,500.00	2,500.00	1,070.00	355.00	1,430.00	42.80
101-747-880.018	COM. PROM. - MILFOIL	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00
Total Dept 747 - COMMUNITY PROMOTIONS		168,500.00	168,500.00	62,766.82	355.00	105,733.18	37.25
Dept 806 - TOWNSHIP VEHICLES							
101-806-862.000	GAS & CAR WASHES	2,500.00	2,500.00	1,255.11	132.80	1,244.89	50.20
101-806-863.000	OIL CHANGES	500.00	500.00	51.54	51.54	448.46	10.31
101-806-864.000	MISCELLANEOUS	1,500.00	1,500.00	376.64	87.32	1,123.36	25.11
Total Dept 806 - TOWNSHIP VEHICLES		4,500.00	4,500.00	1,683.29	271.66	2,816.71	37.41

User: Lanie DB: Garfield PERIOD ENDI: 2018 ORIGINAL BUDGET 2018 AMENDED BUDGET /30/2018

GL NUMBER	DESCRIPTION	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	YTD BALANCE 09/30/2018	ACTIVITY FOR MONTH 09/30/18	AVAILABLE BALANCE	% BDTG USED
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
Dept 851 - EMPLOYEE BENEFITS & INSURANCES							
101-851-701.000	WAGES	6,000.00	6,000.00	4,446.00	494.00	1,554.00	74.10
101-851-701.027	UNEMPLOYMENT	0.00	0.00	3,258.00	0.00	(3,258.00)	100.00
101-851-873.001	John Hancock 403B	90,000.00	90,000.00	79,822.47	0.00	10,177.53	88.69
101-851-873.010	SOCIAL SECURITY - EMPLOYER	80,000.00	80,000.00	53,568.16	5,529.52	26,431.84	66.96
101-851-873.020	VACATION & PERSONAL PAYOUT	5,000.00	5,000.00	870.12	0.00	4,129.88	17.40
101-851-873.030	INSURANCE - EMPLOYEE HEALTH	275,000.00	275,000.00	231,881.13	19,361.29	43,118.87	84.32
101-851-873.040	INSURANCE - EMPLOYEE LIFE	9,000.00	9,000.00	7,559.68	730.13	1,440.32	84.00
101-851-912.001	INSURANCE - LIABILITY	13,000.00	13,000.00	12,139.00	0.00	861.00	93.38
101-851-912.002	INSURANCE - WORKMENS COMP.	7,500.00	7,500.00	6,989.00	0.00	511.00	93.19
Total Dept 851 - EMPLOYEE BENEFITS & INSURANCES		485,500.00	485,500.00	400,533.56	26,114.94	84,966.44	82.50
Dept 900 - CAPITAL OUTLAY							
101-900-970.001	CAPITAL OUTLAY - ELECTIONS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-900-970.002	CAPITAL OUTLAY - TOWNSHIP HAL	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-900-970.003	CAPITAL OUTLAY - COMPUTER	15,000.00	15,000.00	1,360.46	0.00	13,639.54	9.07
101-900-970.004	CAPITAL OUTLAY - VEHICLES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
101-900-970.005	CAPITAL OUTLAY - LAND	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 900 - CAPITAL OUTLAY		46,000.00	46,000.00	1,360.46	0.00	44,639.54	2.96
Dept 965 - TRANSFERS TO OTHER FUNDS							
101-965-990.308	TRANSFERS TO #308 PARK SYS	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00
Total Dept 965 - TRANSFERS TO OTHER FUNDS		150,000.00	150,000.00	0.00	0.00	150,000.00	0.00
TOTAL EXPENDITURES		3,485,801.31	3,485,801.31	2,207,575.53	374,450.57	1,278,225.78	63.33
Fund 101 - GENERAL OPERATING FUND:							
TOTAL EXPENDITURES		3,485,801.31	3,485,801.31	2,207,575.53	374,450.57	1,278,225.78	63.33

User: Lanie DB: Garfield PERIOD END: 2018 ORIGINAL BUDGET 2018 AMENDED BUDGET '30/2018

GL NUMBER	DESCRIPTION	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	YTD BALANCE 09/30/2018	ACTIVITY FOR MONTH 09/30/18	AVAILABLE BALANCE	% BGT USED
Fund 308 - PARK SYSTEM FUND							
Expenditures							
Dept 000							
308-000-701.308	WAGES - PARKS AND RECREATION	8,400.00	8,400.00	700.00	100.00	7,700.00	8.33
308-000-801.000	LEGAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
308-000-864.000	MISCELLANEOUS	0.00	0.00	6,281.50	26.00	(6,281.50)	100.00
308-000-880.001	COM. PROM. - SILVER LAKE PARK	7,000.00	7,000.00	11,779.73	0.00	(4,779.73)	168.28
308-000-880.006	COM. PROM. - BVNP (YMCA)	500.00	500.00	158,469.47	0.00	(157,969.47)	31,693.8
308-000-880.008	COM. PROM. - Cont. Serv GTCD	41,500.00	41,500.00	23,000.00	0.00	18,500.00	55.42
308-000-880.012	COM. PROM. - GT COMMONS	30,700.00	30,700.00	1,997.60	0.00	28,702.40	6.51
308-000-880.014	COM. PROM. - MILLER CREEK	3,000.00	3,000.00	9,898.61	0.00	(6,898.61)	329.95
308-000-880.015	COM. PROM. - PARK & TRAIL MAI	11,900.00	11,900.00	3,226.82	150.00	8,673.18	27.12
308-000-880.016	COM. PROM. - KIDS CREEK PARK	0.00	0.00	3,862.90	0.00	(3,862.90)	100.00
308-000-880.019	RIVER EAST RECREATION AREA	0.00	0.00	920.00	0.00	(920.00)	100.00
308-000-901.000	ADVERTISING	0.00	0.00	640.90	0.00	(640.90)	100.00
308-000-935.000	MAINTENANCE - MISC, EQUIP	40,000.00	40,000.00	46,560.63	2,266.50	(6,560.63)	116.40
308-000-935.110	TRAIL MAINTENANCE & REPAIR	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 000		150,000.00	150,000.00	267,338.16	2,542.50	(117,338.16)	178.23
Dept 851 - EMPLOYEE BENEFITS & INSURANCES							
308-851-873.010	SOCIAL SECURITY - EMPLOYER	0.00	0.00	53.55	7.65	(53.55)	100.00
Total Dept 851 - EMPLOYEE BENEFITS & INSURANCES		0.00	0.00	53.55	7.65	(53.55)	100.00
TOTAL EXPENDITURES							
Fund 308 - PARK SYSTEM FUND:		150,000.00	150,000.00	267,391.71	2,550.15	(117,391.71)	178.26
TOTAL EXPENDITURES		150,000.00	150,000.00	267,391.71	2,550.15	(117,391.71)	178.26

		Charter Township of Garfield	
		Planning Department Report No. 2018-99	
Prepared:	October 1, 2018	Pages:	Page 1 of 1
Meeting:	October 9, 2018 Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	Minor Revision to Floodplain Management Ordinance-Public Hearing		

BACKGROUND:

On August 14, 2018, the Township Board unanimously adopted Ordinance No. 72 designating an enforcing agency to discharge the responsibility of the Charter Township of Garfield to designate regulated flood hazard areas under the provisions of the State Construction Code. This was a model ordinance provided by FEMA.

Following adoption, the Ordinance was sent to FEMA for official recording; however, after doing so, the Floodplain Engineer pointed out that Section 3 of the Ordinance must list out the full FIRM panel numbers and that we included the abbreviated panel numbers only. In a telephone conversation, he also pointed out that we are certainly not the first community to include the abbreviated rather than full numbers.

Essentially, what this means is that Ordinance No. 72 must be amended to include the full FIRM panel numbers, which requires the normal introduction, public hearing, and resolution adoption process as with any proposed ordinance amendment. The proposed amendment language is attached to this report with the changes indicated in red, as well as a draft resolution for adopting the amendment.

ACTION REQUESTED:

This item was placed on tonight's agenda for the purpose of holding a public hearing on the attached proposed amendment to Ordinance No. 72, and considering adoption of the attached resolution adopting the amendment. If, following tonight's public hearing, the board is prepared to adopt the amendment, the following motion is suggested:

MOTION THAT Resolution 2018-35-T adopting Amendment One to Charter Township of Garfield Ordinance No. 72, as attached to PD Report 2018-99, BE ADOPTED.

Attachments:

1. Draft of First Amendment to Ordinance No. 72
2. Draft of Resolution 2018-35-T Adopting First Amendment to Ordinance No. 72

**ORDINANCE ADDRESSING FLOODPLAIN MANAGEMENT PROVISIONS
OF THE STATE CONSTRUCTION CODE**

CHARTER TOWNSHIP OF GARFIELD

GRAND TRAVERSE COUNTY

Amendment One to Ordinance No. 72

An Ordinance to designate an enforcing agency to discharge the responsibility of the Charter Township of Garfield located in Grand Traverse County, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended.

The Charter Township of Garfield:

Section 1. AGENCY DESIGNATED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Building Official of the Charter Township of Garfield is hereby designated as the enforcing agency to discharge the responsibility of the Charter Township of Garfield under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The Charter Township of Garfield assumes responsibility for the administration and enforcement of said Act throughout the corporate limits of the community adopting this ordinance.

Section 2. CODE APPENDIX ENFORCED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the jurisdiction of the community adopting this ordinance.

Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "Grand Traverse County, Michigan" (All Jurisdictions) and dated August 28, 2018 and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) of: 26055CIND0A, 26055C0094C, 26055C0207C, 26055C0225C, 26055C0226C, 26055C0228C, 6055C0250C, dated August 28, 2018 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3

of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.

Section 4. REPEALS. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 5. PUBLICATION. This ordinance shall be effective after legal publication and in accordance with the provisions of the Act governing same.

Adopted this ____, day of _____, 2018.

This ordinance duly adopted on October 9, 2018 at a regular meeting of the Charter Township of Garfield Board of Trustees and will become effective October 9, 2018.

Signed on _____ by _____,

Lanie McManus, Clerk

Garfield Township

Attested on _____ by _____

Chuck Korn, Supervisor

Garfield Township

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

ORDINANCE NO. 72 (Floodplain Ordinance): AMENDMENT NO. 1

RESOLUTION #2018-35-T

A RESOLUTION TO AMEND CHARTER TOWNSHIP OF GARFIELD ORDINANCE NO. 72 (Floodplain Ordinance):

WHEREAS the Township finds that an amendment to the Charter Township of Garfield Ordinance No. 72 is necessary to update the Ordinance to include the full rather than abbreviated FIRM panel numbers specified in Section 3 of the Ordinance;

NOW, THEREFORE, THE CHARTER TOWNSHIP OF GARFIELD ORDAINS:

AMENDMENT NO. 1 TO CHARTER TOWNSHIP OF GARFIELD ORDINANCE NO. 72 (Floodplain):

A. THAT Ordinance No. 72 BE AMENDED to read in its entirety as follows:

**ORDINANCE ADDRESSING FLOODPLAIN MANAGEMENT PROVISIONS
OF THE STATE CONSTRUCTION CODE**

CHARTER TOWNSHIP OF GARFIELD

GRAND TRAVERSE COUNTY

Amendment One to Ordinance No. 72

An Ordinance to designate an enforcing agency to discharge the responsibility of the Charter Township of Garfield located in Grand Traverse County, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended.

The Charter Township of Garfield:

Section 1. AGENCY DESIGNATED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Building Official of the Charter Township of Garfield is hereby designated as the enforcing agency to discharge the responsibility of the Charter Township of Garfield under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The Charter Township of Garfield assumes responsibility for the

administration and enforcement of said Act throughout the corporate limits of the community adopting this ordinance.

Section 2. CODE APPENDIX ENFORCED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the jurisdiction of the community adopting this ordinance.

Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled “Grand Traverse County, Michigan” (All Jurisdictions) and dated August 28, 2018 and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) of: 26055CIND0A, 26055C0094C, 26055C0207C, 26055C0225C, 26055C0226C, 26055C0228C, 6055C0250C, dated August 28, 2018 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the “Flood Hazards” section of Table R301.2(1) of the Michigan Residential Code.

Section 4. REPEALS. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 5. PUBLICATION. This ordinance shall be effective after legal publication and in accordance with the provisions of the Act governing same.

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 2018-35-T which was adopted by the Township Board of the Charter Township of Garfield on the 9th day of October, 2018. Amendment No. 1 to Garfield Township Ordinance No. 72 (Floodplain Ordinance) shall take effect upon the expiration of seven (7) days following publication.

Dated: _____

Lanie McManus, Clerk
Charter Township of Garfield

Introduced:

Adopted:

Published:

Effective:

2019 BUDGET RESOLUTION FOR
GRAND TRAVERSE METRO EMERGENCY SERVICES
AUTHORITY
CHARTER TOWNSHIP OF GARFIELD
COUNTY OF GRAND TRAVERSE, MICHIGAN
RESOLUTION 2018-31-T

Minutes of a regular meeting of the Board of the Charter Township of Garfield, held on the 9th day of October, 2018, at 6:00 p.m.

PRESENT: _____

WHEREAS, The Township is an Incorporating Township of the Grand Traverse Metro Emergency Services Authority (“Metro”), incorporated under the authority of Public Act 57 of 1988, and

WHEREAS, Article XV of the Articles of Incorporation for Metro provides that Metro’s annual budget will be funded by contributions from each Incorporating Township in the following manner:

“The total taxable value of ad valorem real property taxes of all Incorporating Townships shall be determined for the current year (“annual district taxable value”) and a millage rate shall be determined (“uniform millage rate”) by utilizing the annual district taxable value as if it were the taxable basis for funding the proposed annual budgets of the authority.”

WHEREAS, Article XV of the Articles of Incorporation also states that:

“Each Incorporating Township shall be allocated its representative share of contribution by applying the uniform millage rate as determined on all ad valorem real property tax base of that Incorporating Township. The calculation is as follows:

$$\frac{\text{Proposed Budget}}{\text{Annual District Taxable Value}} = \text{“Uniform Millage Rate”}$$

WHEREAS, the “Uniform Millage Rate” for Metro’s 2019 Budget is calculated to be **2.35 mills.**

NOW, THEREFORE,

BE IT RESOLVED that the Township hereby commits to fund Metro's 2019 Budget year with a financial contribution equal to 2.35 mills times the Township's ad valorem real property tax value, which equates to \$1,928,987 for Garfield;

BE IT FURTHER RESOLVED, that the Township agrees to distribute all of this revenue to Metro by May 15, 2019.

BE IT FURTHER RESOLVED, that the Township can fund Metro's 2019 Budget obligation using any combination of a millage rate and general fund contribution as deemed financially beneficial to the Township.

Ayes: _____

Nays: _____

Absent and Excused: _____

CERTIFICATE

I, Lanie McManus, the duly elected and acting Clerk of the Township of Garfield, hereby certify that the foregoing constitutes a true copy of a Resolution of the Township Board for the Township of Garfield, adopted during a meeting of the Township of Garfield Township Board, Grand Traverse County, Michigan held on October 9, at which meeting _____ members were present as indicated in said Minutes and voted as therein set forth and that all signatures affixed thereto are the genuine signatures of those so indicated, and that each signatory was duly authorized to affix his or her signature, that said meeting was held in accordance with the Open Meetings Act of the State of Michigan, and that due and proper notice of the meeting as required by law was given to the members of the Township Board, and that the minutes of said meeting were kept and will be and have been made available as required by said Act.

Dated: _____

Lanie McManus, Clerk
Charter Township of Garfield
Grand Traverse County, Michigan

**AMENDED AND RESTATED CONTRACT BETWEEN
THE CHARTER TOWNSHIP OF GARFIELD
AND
LAND INFORMATION ACCESS ASSOCIATION**

AGREEMENT

This Agreement is made this 1st day of July, 2018, by and between the Charter Township of Garfield, a Michigan municipal corporation ("Township"), of 3848 Veterans Drive, Traverse City, Michigan, 49684, and the Land Information Access Association, a Michigan nonprofit corporation (LIAA), of 324 Munson Avenue, Traverse City, Michigan, 49686, who agree as follows:

RECITALS

1. The Township desires to provide support for the use of cable television Public, Educational, and Government ("PEG") access channels provided pursuant to state and federal law.
2. The Township has granted a franchise to Charter Communications, Inc. to operate a cable television system in the Township.
3. The franchise agreement with Charter Communications, Inc. provides that certain channel capacity be provided for PEG access.
4. The franchise agreement with Charter Communications, Inc. provides that certain initial and ongoing payments shall be made by Charter Communications, Inc. to the Township, including funds to support PEG access.
5. The franchise agreement with Charter Communications, Inc. provides that certain payments and in-kind services shall be provided by Charter Communications, Inc. to support the operations of the PEG access facilities, equipment and channels.
6. The Township, in collaboration with the City of Traverse City and the Charter Townships of East Bay and Elmwood (the "participating jurisdictions"), has determined that it will provide support for PEG access through the dedication of thirty percent (30%) of its franchise fees to defray operation costs and thirty percent (30%) of PEG fees to defray capital costs for said purposes.
7. LIAA, as the PEG access management entity designated by the Township, is committed to continuing to serve the community by providing PEG access programming and services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. In exchange for the funding provided by the Township to LIAA, pursuant to this Agreement, LIAA shall provide the following services:

- A. OPERATE PUBLIC ACCESS CABLE CHANNEL(S).** Operate the public access cable channel(s) for public/community access programming with the primary purpose being to provide a forum for resident citizens, community service groups, nonprofit organizations, and other non-commercial groups to present their views and to celebrate local achievement,

provide community education, encourage civic engagement, present local culture and art appreciation, and support individual expression.

- B. OPERATE THE GOVERNMENT ACCESS CHANNEL(S).** Operate the government access channel(s) for community access programming purposes, with the primary purpose being to administer, coordinate and assist the Township and other participating municipalities requesting access on a non-discriminatory basis.
- C. OPERATE A COMMUNITY ACCESS CENTER.** Manage a video production facility and equipment, available for public use at such hours and times as are determined by LIAA. Access to equipment and facilities shall be open to all citizen residents within the Township's municipal boundaries who satisfactorily complete training class(es) provided by LIAA or who receive a certification from LIAA, identifying said user(s) as having satisfied training requirements through means other than LIAA training classes.
- D. PROVIDE EQUAL ACCESS.** Provide access to the use of the equipment, facilities, channels, and services provided hereunder on a non-discriminatory basis to all citizens resident within the Township's municipal boundaries for non-commercial programming purposes, whether individuals, groups, or organizations, on a first-come, first-served non-discriminatory basis.
- E. FEES.** LIAA may require reasonable fees for use of studio facilities, the provision of production assistance, and internet-based video archive and retrieval services.
- F. ADVISORY COMMITTEES.**
 - a. **Citizens Advisory Committee.** Works with LIAA to develop management strategies and Policies and Procedures to guide the operation of public access services. This committee is comprised of representatives from the Traverse region.
 - b. **Government Advisory Committee.** Reviews media center operations and strategies and discusses government initiatives that may be of interest to the Media Center. This committee is comprised of one representative from each participating jurisdiction. The Township agrees to assign a representative to participate in the Government Advisory Committee.
- G. OPERATING POLICIES AND PROCEDURES.**
 - a. **Public Access.** Operating policies and procedures for public access services are developed by the Citizens Advisory Committee and promulgated by LIAA. Such policies and procedures shall be filed with the Township.
 - b. **Government Access.** Any policies and procedures for use and operation, including scheduling, at the Township Hall shall be subject to the Township's review and approval.
- H. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.** Administer the PEG access channel(s) and facilities in compliance with applicable laws, rules, regulations, and in compliance with the franchise agreement between the Township and Charter Communications, Inc. LIAA shall be responsible for obtaining any and all necessary permits.
- I. TRAINING.**
 - a. Provide training opportunities for all interested Township residents in the techniques of video production, and provide technical advice in the execution of productions. LIAA may require reasonable payments for the delivery of these and related training programs and the provision of production assistance.
 - b. LIAA will also provide basic troubleshooting procedures for the Township's broadcast-equipped meeting rooms and train Township staff on those procedures as requested.
- J. PLAYBACK/CABLECAST.** Provide for the playback/cablecasting of programs on the PEG access channel(s). LIAA shall cablecast an average of 24 hours of local original, replayed and outside programming per week.
- K. PROMOTION.** Actively promote the use and benefit of the PEG access channel(s) and facilities to cable subscribers, the public, public officials, PEG access users, and Charter

Communications, Inc. through direct contacts, mailed or emailed materials, and video messaging.

- L. **PERFORMANCE REVIEW.** LIAA shall seek and collect performance review information from government officials, PEG access users, cable subscribers, and other residents. Any information shall be analyzed and compiled for review by the Township as part of an annual report, as described in Section 12.
- M. **PERSONNEL.** LIAA shall hire or supply the necessary personnel to provide services under this Agreement, including, but not limited to, videography contractors to record and cablecast Township meetings.
- N. **OTHER ACTIVITIES.** Undertake other PEG access programming activities and services as deemed appropriate by LIAA and the Township, and consistent with the obligation to facilitate and promote access programming and provide nondiscriminatory access, including the use of Internet-based video streaming and video archive and retrieval systems.

SECTION 2. CHANNELS OPEN TO PUBLIC: LIAA agrees to keep the PEG access channel(s) open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the Township, nor Charter Communications, Inc., nor LIAA shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Provided that, nothing herein shall prevent LIAA, the Township, or Charter Communications, Inc. from producing or sponsoring programming, prevent the Township or Charter Communications, Inc. from underwriting programming, or prevent the Township, Charter Communications, Inc., or LIAA from engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable law and rules for use of channels. LIAA may develop and enforce policies and procedures which are designed to promote local use of the channel(s) and make programming accessible to the viewing public, consistent with such time, manner, and place regulations as are appropriate to provide for and promote use of PEG access channels, equipment and facilities.

SECTION 3. INDEMNIFICATION. LIAA shall indemnify, defend, and hold harmless the Township, its officers, agents, and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, including, payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of LIAA, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement.

LIAA shall indemnify and hold harmless Township, its officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorney's fees, arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which claims, directly or indirectly, result from LIAA's use of channels, funds, equipment, facilities or staff granted under this Agreement or the franchise agreement.

SECTION 4. COPYRIGHT CLEARANCE. Before cablecasting video transmissions, LIAA shall require all users to agree in writing that they shall make all appropriate arrangements to obtain

all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over the PEG access channels that are operated and managed by LIAA. LIAA shall maintain for the applicable statute of limitations for the Township's inspection, upon reasonable notice by the Township and for the term of the applicable statute of limitations, copies of all such user agreements.

SECTION 5. COPYRIGHT AND OWNERSHIP. LIAA shall own the copyright of any programs which it may choose from time to time to produce. Copyright of programming produced by the public shall be held by such person(s) who produces said programming.

SECTION 6. DISTRIBUTION RIGHTS.

- A. LIAA shall require that all programs produced with funds, equipment, facilities, or staff granted under this Agreement shall be distributed on the channels whose use is authorized by this Agreement. This subparagraph shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures.
- B. At least at the beginning and end of each day that video programming is cablecast on the PEG access channels whose use is authorized by this Agreement, LIAA shall display a credit stating "Partial funding for the operation of this channel is provided by the Charter Township of Garfield." Such credit shall also state that opinions expressed in PEG access programs are the sole responsibility of the program producers.

SECTION 7. EQUIPMENT AND MAINTENANCE.

- A. LIAA shall document a list of facilities and equipment owned by the Township at the time of this agreement. This list may be supplemented from time to time by the Township as the Township may acquire additional facilities and equipment.
- B. LIAA shall own all equipment acquired by it with funds received pursuant to this Agreement, except all equipment currently installed and to be installed at the Township Hall shall be owned by the Township.
- C. LIAA shall be responsible for maintenance of all equipment and facilities owned by it under this agreement.
- D. LIAA staff will provide support and maintenance for all video acquisition and delivery equipment installed at the Township that is specified and installed by LIAA. This includes cameras, camera controllers, switchers and their peripherals (e.g., Tricaster), video encoders (e.g., PEGVault), digital video recorders, confidence monitors, and connections to the cable system. Should a problem arise with a supported piece of equipment, LIAA staff will attempt to reconfigure or repair that piece of equipment. If the reconfiguration or repair will take enough time to impede the recording of scheduled meetings, LIAA will provide a temporary replacement or alternative to the problem equipment, at its discretion, in order to successfully record scheduled meetings. Should a piece of equipment require specialized repair or replacement, LIAA staff will work with the Township to specify repair or a comparable replacement, which can then be purchased by the Township. LIAA staff will reinstall any replaced or repaired video acquisition and delivery equipment.
- E. LIAA staff will assist the Township as needed in specifying and providing technical recommendations for capital equipment related to the provision of PEG services at the Township's facility.

- F. Archiving of recorded video is the responsibility of the Township. LIAA staff are available for consultation and support regarding video acquisition and delivery equipment and the archiving process. LIAA agrees to archive and store twelve (12) months of video for the Township as a backup.
- G. Audio/visual systems that are not part of video acquisition and delivery, such as projectors, public monitors and public-address systems, are the responsibility of the Township.
- H. Telephone, email and in-person support is available for all video acquisition and delivery systems Monday through Friday from 9 a.m. to 5 p.m., with the exception of recognized holidays. Videography contractors assigned to meetings by LIAA will have telephone support available to them for 30 minutes, 15 minutes prior to the beginning of every meeting and 15 minutes after the meeting begins, for every meeting held at the Township.
- I. Upon termination or non-renewal of this Agreement, all equipment owned by LIAA, not specifically used or required for the video production studio on LIAA's premises, and purchased with funds received pursuant to this Agreement shall become the property of the participating jurisdictions or, at the option of the participating jurisdictions, shall be sold and all proceeds shall be distributed in equal amounts to the participating jurisdictions
- J. If LIAA dissolves or changes its status as a nonprofit organization, it shall, at the option of the participating jurisdictions, transfer or sell and distribute all proceeds in equal amounts to the participating jurisdictions, or transfer to such organization or organizations designated by the participating jurisdictions to manage access which shall at the time qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law), all equipment owned by LIAA, not specifically used or required for the video production studio on LIAA's premises, and purchased with funds received pursuant to this Agreement.

SECTION 8. INSURANCE. The Township shall insure its equipment located at the Governmental Center, and LIAA shall be responsible for insuring equipment owned by LIAA under this agreement. LIAA shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by LIAA and may be included in LIAA's annual budget for the operation of PEG channels pursuant to this agreement.

- A. ***COMPREHENSIVE LIABILITY INSURANCE.*** Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be: (1) bodily injury including death, \$1,000,000 for each person, each occurrence and aggregate; (2) property damage, \$1,000,000 for each occurrence and aggregate.
- B. ***EQUIPMENT INSURANCE.*** Insurance shall be maintained on all equipment funded in whole or in part under this Agreement to replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. The Township shall be included as lien holder on all policies.
- C. ***WORKERS' COMPENSATION.*** Full Workers' Compensation Insurance and Employer's Liability with limits as required by Michigan law with an insurance carrier satisfactory to the Township.
- D. ***CABLECASTER'S ERRORS AND OMISSION INSURANCE.*** Insurance shall be maintained to cover the content of productions which are cablecast on the access channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.

E. NOTIFICATION OF COVERAGE. LIAA shall file with the Township proof of insurance coverage as follows: (1) Comprehensive Liability and Workers' Compensation; (2) equipment insurance; and (3) cablecaster's error and omission insurance at the time that this agreement is signed.

SECTION 9. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion (creed), national origin, age, sex, gender expression, height, weight, sexual orientation or marital status. Breach of this covenant may be regarded as a material breach of this contract. LIAA agrees to require similar provisions from any subcontractors.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that each party shall be considered an independent contractor and not an agent or employee of the other. Nor shall an agent or employee of a party be considered an agent or employee of the other party. Each party shall remain responsible for any claims arising out of their own acts or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase any party's liability for, or immunity from, tort claims. If in the performance of this Agreement any third persons are employed by LIAA, such persons shall be entirely and exclusively under the control, direction and supervision of LIAA. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by LIAA and the Township shall have no right or authority over such persons or terms of employment.

SECTION 11. ASSIGNMENT. Neither this Agreement nor any interest herein shall be assigned or transferred by LIAA, except as expressly authorized in writing by Township.

SECTION 12. ANNUAL REPORTS AND PLAN. In September of each year, LIAA shall submit to the Township an annual report for the preceding fiscal year (July 1 - June 30). This report shall contain, at a minimum, the following information:

- A. Statistics on programming and services provided;
- B. Current and complete listing of Citizen Advisory Committee members;
- C. Current and complete listing of Government Advisory Committee Members;
- D. Current and complete listing of LIAA's Board of Directors;
- E. Year-end financial statements as audited by an independent certified public accountant.
- F. Narrative of funding to include:
 - a. Statement of anticipated number of hours of local original PEG access programming;
 - b. Training classes to be offered and frequency of classes;
 - c. Other access activities planned by LIAA; and
 - d. A detailed operating and capital equipment and facilities budget.

SECTION 13. RECORDS, FISCAL AUDIT.

- A. LIAA shall maintain all necessary books and records, in accordance with generally accepted accounting principles.
- B. Revenues received from participating jurisdictions shall be recorded on a separate line item for each jurisdiction.

- C. Upon reasonable request from Township, LIAA shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.
- D. LIAA shall prepare (or have prepared) and submit to the Township a fiscal audit by a certified public accountant, at least every three (3) years.

SECTION 14. FUNDING AND OTHER RESOURCES. The Township agrees to make the following funds and resources available to LIAA:

- A. The Township shall provide to LIAA thirty percent (30%) of the franchise fees paid to the Township by Charter Communications, Inc. These funds shall be designated as a line item in the Township General Fund under appropriations available to support PEG access as designated under this Agreement, and shall be available to support the PEG access services described previously in the "Scope of Services" of this Agreement. These funds shall be disbursed to LIAA on a quarterly basis, in accordance with the timeline specified in Section 17 of this Agreement. Annual funding shall be dependent upon future participation as provided in the Proposal.
- B. The Township shall provide to LIAA thirty percent (30%) of the PEG fees paid to the Township by Charter Communications, Inc., for support of capital expenses related to the provision of PEG access services. These funds shall be disbursed to LIAA on a quarterly basis.
- C. On or before May 31st of each year in which this Agreement is in effect, the Township shall provide LIAA with an estimate of the funds that will be available to LIAA for the upcoming fiscal year. As used herein, the fiscal year begins on July 1 and ends on June 30.

SECTION 16. EXPENDITURE OF FUNDS. LIAA shall spend funds received from the Township solely for the purposes listed in Section 1 (Scope of Services) of this Agreement. Funds not expended in the year covered by the Annual Budget and Activities Plan may be carried over by LIAA into succeeding years. Upon termination of this Agreement, all funds of any kind received from the Township and not expended by LIAA shall be returned to the Township. LIAA shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from the Township.

SECTION 17. PAYMENT OF APPROVED FUNDING. The Township shall make quarterly payments to LIAA. Those payments shall be made on or before July 31, October 31, January 31, and April 30 of each contract year.

LIAA acknowledges that the sole source of revenue of the Township for its payments to LIAA, and payment by the Township is dependent upon payment of franchise fees paid to the Township by Charter Communications, Inc. If for any reason Charter Communications fails to meet its expected franchise obligation, terminates its franchise, or does not extend its franchise, the monetary obligations of the Township shall be adjusted accordingly or the Township may terminate this Agreement. The Township acknowledges that LIAA likewise shall not be obliged or obligated to maintain or provide any service or incur any expense under the terms of this agreement other than from the Township's available funds.

SECTION 18. FUNDING FROM OTHER SOURCES. LIAA may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to agreements with other municipalities, cost recovery charges for use of its studio and production services, grants, memberships, and fundraising activities.

SECTION 19. TERM OF AGREEMENT. This Agreement shall be for a period of five (5) years commencing on July 1, 2018 and ending on June 30, 2023 unless terminated earlier, as provided in this Agreement. This Agreement may be extended, by mutual agreement of the Township and LIAA, in writing, for two additional periods of five (5) years each in accordance with Section 21 of this Agreement.

SECTION 20. TERMINATION OF AGREEMENT: TRANSFER OF ASSETS.

- A. **For Fault.** If the Township determines that the LIAA has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement or if LIAA loses its 501(c)(3) status, the Township may terminate or suspend this Agreement in whole or in part upon written notice to LIAA specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period not more than ninety (90) days nor less than fifteen (15) days from receipt of the notice, during which time LIAA shall correct the violations referred to in the notice. If LIAA does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. This provision for termination shall not limit or modify any other right to the Township to proceed against LIAA at law or under the terms of this Agreement.
- B. **Not for Fault.** In the event that termination is required by any State or Federal agency or due to lack of sufficient funds, the Township may terminate this Agreement by written notice to the LIAA specifying the services terminated and the effective date of such termination.
- C. **Force Majeure.** If because of Force Majeure, either party is unable to carry out any of its obligations under this agreement, (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the Township may terminate this agreement.
- D. LIAA shall have the right upon ninety (90) days written notice to the Township to terminate this Agreement for:
 - a. Breach of any provision of this Agreement by the Township;
 - b. Insufficient funding to continue overall operation; or
 - c. Resolution by LIAA's Board of Directors.

SECTION 21. EXTENSION OF AGREEMENT. This Agreement may be renewed or extended for two additional periods of five (5) years each, pursuant to the following process:

- A. If LIAA seeks an extension of this Agreement; it shall submit to the Township a letter of intent requesting extension a minimum of six (6) months prior to the expiration of this Agreement.
- B. The Township shall respond to LIAA's letter of intent to request extension a minimum of four (4) months prior to the expiration of this Agreement. If the Township intends to refuse to extend the Agreement, it shall explain the reasons for this decision in its response to LIAA.

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

SECTION 23. TIME. Time is of the essence in this Agreement and for the performance of all provisions of this Agreement.

SECTION 24. INTERPRETATION. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of LIAA, or if a person of masculine or feminine gender joins in this Agreement on behalf of LIAA, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

SECTION 25. AUTHORITY TO EXECUTE. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

SECTION 26. COOPERATION. Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

SECTION 27. FREEDOM OF INFORMATION ACT. LIAA acknowledges that the Township may be required from time to time to release records in its possession by law. LIAA hereby gives permission to the Township to release any records or materials received by the Township as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

SECTION 28. DISPUTE RESOLUTION. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

- A. **Mediation.** If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.4111, to bring them together in at least one mediation session.
- B. **Arbitration.** If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of Arbitration Services of Northern Michigan or such similar service as may be agreed to by the parties. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

SECTION 29. NOTICES. All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To Charter Township of Garfield, 3848 Veterans Dr, Traverse City, MI, 49684.

To Land Information Access Association, 324 Munson Ave, Traverse City, MI 49686.

Any party may change its address for notice by written notice to the other party at any time.

SECTION 30. ENTIRE AGREEMENT. This Agreement, and its attachments, is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CHARTER TOWNSHIP OF GARFIELD

Chuck Korn, Supervisor

Lanie McManus, Clerk

LAND INFORMATION ACCESS ASSOCIATION

Harry Burkholder, Executive Director

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

RESOLUTION 2018-36-T

Minutes of a regular meeting of the Township Board of the Charter Township of Garfield, held on October 9, 2018, at Garfield Township Hall, 3848 Veterans Drive in Traverse City, MI, at 6:00 pm.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____

And supported by _____.

Resolution 2018-36-T Approving an Amendment to, and Extension of, Industrial Facilities Exemption Certificate 2017-018 For RJG Technologies, Inc.,

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on September 22, 2015, this Garfield Township Board by Resolution 2015-14-T established the RJG Technologies Industrial Development District; and

WHEREAS, on December 13, 2016, the Charter Township of Garfield approved an application from RJG Technologies, Inc., requesting an Industrial Facilities Exemption Certificate (2017-018) for \$93,247 in personal property investments and \$585,108 in real property improvements at 3111 Park Drive, Traverse City; and

WHEREAS, RJG Technologies, Inc., has requested an amendment to, and extension of, Industrial Facilities Exemption Certificate No. 2017-018 with respect to said real and personal property improvements of a New Facility located within said Industrial Development; and

WHEREAS, RJG Technologies, Inc., has substantially met all the requirements under Public Act 198 of 1974 for the amendment to, and extension of, Industrial Facilities Exemption Certificate No 2017-018; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the Charter Township of Garfield, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted; and

NOW, THEREFORE, BE IT RESOLVED BY the Township Board of Garfield Charter Township that:

1. **The Garfield Township Board finds and determines that the granting of the amendment of, and extension to, an Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the Charter Township of Garfield, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in Garfield Township.**

2. The request from RJG Technologies, Inc., for an amendment to, and extension of, Industrial Facilities Exemption Certificate No. 2017-018, with respect to a New Facility on the following described parcel of real property situated within the Industrial Development District to wit:

Lot 21, Industrial Fund Subdivision, Section 14, Town 27 North, Range 11 West,

be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall remain in force for the remaining years approved under Industrial Facilities Exemption certificate 2017-018 with an end date of 12/30/2028.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board of Charter Township of Garfield, County of Grand Traverse, Michigan, at a regular meeting held on October 9, 2018.

Lanie McManus, Clerk



July 6, 2018

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

Mr. Korn,

Pursuant to Section 1 of the Industrial Tax Exemption agreement between the Charter Township of Garfield and RJG Technologies, Inc., we would like to amend our IFT Certificate #2017-018 to add an additional 10 years to the length. The fixed asset ledgers as well as organization headcount records were examined for years ending December 31, 2016, 2017 and year to date period ending June 15, 2018.

- A. The IFT was granted on the basis of job retention and creation. The jobs maintained exceeded the 80 indicated on the exemption agreement (111) and jobs created exceeded the required 10 indicated on the exemption agreement (17). For purposes of this agreement, "jobs created" includes only brand-new positions, not employees hired to backfill open positions.
- B. The estimated project cost for personal property was \$93,247. Our actual project cost was \$141,134.
- C. The actual project costs exceeded the estimated costs primarily due to the purchase of work stations and other equipment for new employees, the number of which was higher than originally anticipated.

To the best of our knowledge, the undersigned do hereby affirm the above statements are true and a forthright representation of the indicated books and records of RJG Technologies, Inc.

A blue ink signature of Dale Westerman, written in a cursive style.

Dale Westerman, President/CEO

A blue ink signature of Colin Korson, written in a cursive style.

Colin Korson, Senior Accountant

Cc: Amy Dehaan

**CHARTER TOWNSHIP OF GARFIELD
RESOLUTION 2016-32-T**

**APPROVING THE APPLICATION OF RJG TECHNOLOGIES, INC
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE**

WHEREAS, (pursuant to 1974 P.A. 198, MCLA Sec. 207.551, et seq.) after a duly noticed public hearing held on 22nd day of September, 2015, the Charter Township of Garfield, by Resolution established an Industrial Development District (Resolution 2015-14-T), known as the RJG Technologies District located at 3111 Park Drive, and

WHEREAS, the Charter Township of Garfield is in receipt of an Application for an Industrial Facilities Exemption Certificate from RJG Technologies, Inc. relating to the above mentioned District; and

WHEREAS, the Garfield Township Clerk has notified the Township Assessor and the legislative body of each taxing unit which levies ad valorem taxes on the real and personal property located within said District, and that an opportunity to be heard would be provided to the Assessor and to a representative of each of the bodies so notified;

WHEREAS, during a regular meeting of the Township Board held on December 13, 2016, the applicant, the assessor, and the representatives of the affected taxing units were afforded an opportunity to be heard;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Charter Township of Garfield finds:
 - (a) That the real and personal property investment is calculated to and will at the time of issuance of the Certificate have the reasonable likelihood to retain employment in the Township of Garfield.
 - (b) The aggregate SEV of real and personal property exempt from ad valorem taxes with the Township of Garfield, after granting this Certificate, will not exceed five (5) percent of an amount equal to the sum of SEV of the Township plus the SEV of real and personal property thus exempted.

- (c) The Garfield Township Board finds that the granting of this exemption will not substantially impede the operation of the financial soundness of any of the affected taxing units.
2. That the Application of RJG Technologies, Inc. for an Industrial Facilities Exemption Certificate with regard to the real and personal property located in the Industrial Development District (see Resolution 2015-14-T) be and is hereby approved, said Exemption Certificate shall be in force and effect for a maximum for two (2) years, beginning December 31, 2016, and eligible for renewal for an additional (10) years beginning December 31, 2018, for a possible maximum of twelve (12) years.

Motion: Walters

Supported: Schmuckal

Upon roll call vote for the motion:

Yes: Walters, Schmuckal, Blood-Law, Duell, Agostinelli, McManus, Korn

No: None

Absent and excused: None


The Chairman declared the motion carried and Resolution 2016-32-T duly adopted this 13th day of December, 2016.

RESOLUTION DECLARED ADOPTED

By: 
Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, does hereby certify that the above is a true and correct copy of a Resolution 2016-32-T, which was passed and approved by the Township Board of the Charter Township of Garfield on the 13th day of December, 2016.


Lanie McManus, Clerk



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

NICK A. KHOURI
STATE TREASURER

May 17, 2017

Dale Westerman
RJG Technologies, Inc.
3111 Park Drive
Grand Traverse, MI 49686

Dear Sir/Madam:

Pursuant to the requirements of Public Act 198 of 1974, as amended, the State Tax Commission (Commission) has issued an Industrial Facility Exemption Certificate numbered 2017-018, to RJG Technologies, Inc., located in Garfield Charter Township, Grand Traverse County. This certificate was issued at the May 8, 2017 meeting of the Commission and the investment amounts approved are as follows:

Real Property: \$585,108

Personal Property: \$93,247

The State Education Tax to be levied for this certificate is 6 mills.

In accordance with MCL 24.304, the local unit of government or applicant has sixty days from the date of this letter to request a hearing to correct an error contained in the enclosed certificate.

Notification of completion of this project shall be filed with the Commission within 30 days of project completion. Within 90 days of project completion, a report of final costs shall be filed with the assessing officer of the local unit and the Commission.

If you have further questions regarding the issuance of this industrial facility exemption certificate, please call 517-373-3302.

Sincerely,

A handwritten signature in cursive script that reads "Heather S. Frick".

Heather S. Frick, Executive Director
State Tax Commission

Enclosure

cc: Amy L. Dehaan, Assessor, Garfield Charter Township



Industrial Facilities Exemption Certificate

Certificate No. 2017-018

Pursuant to the provisions of Public Act 198 of 1974, as amended, the State Tax Commission hereby finds that the industrial property, as described in the approved application, hereafter referred to as the industrial facility, owned or leased by **RJG Technologies, Inc.**, and located at **3111 Park Drive**, Garfield Charter Township, County of Grand Traverse, Michigan, within a Plant Rehabilitation or Industrial Development District, is intended for the construction/installation of new industrial property or for the purpose of restoration or replacement of obsolete industrial property, and complies with Section 9 and other provisions of the act.

Therefore, as provided by MCL 207.551 to 207.572, inclusive, the State Tax Commission hereby certifies this industrial facility as a **new facility**.

This certificate provides the authority for the assessor to exempt the industrial facility for which this Industrial Facilities Exemption Certificate is in effect, but not the land on which the facility is located, from ad valorem taxation. This certificate further provides the authority to levy a specific tax known as the Industrial Facilities Tax.

This certificate, unless revoked by order of the State Tax Commission as provided by Public Act 198 of 1974, as amended, shall remain in force for a period of 2 year(s) for real property and 2 year(s) for personal property;

Real property component:
Beginning December 31, 2016, and ending December 30, 2018.

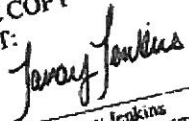
The State Education Tax to be levied for the real property component of this certificate is 6 mills.

Personal property component:
Beginning December 31, 2016, and ending December 30, 2018.

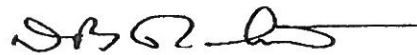
The State Education Tax to be levied for the personal property component of this certificate is 6 mills, unless exempted by MCL 207.564(4) which was enacted with the creation of the Michigan Business Tax.*

This Industrial Facilities Exemption Certificate is issued on **May 8, 2017**.

A TRUE COPY
ATTEST:


Janey Jenkins
Michigan Department of Treasury





Douglas B. Roberts, Chairperson
State Tax Commission

*Contact the local assessor for further clarification regarding the classification and tax applied to the personal property component of this certificate.

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Lanni Muma</i>	Date Received by Local Unit 11/17/16
STC Use Only	
Application Number 2017-018	Date Received by STC 12-19-16

APPLICANT INFORMATION
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) RJG Technologies, Inc		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3999	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 3111 Park Drive, Traverse City, MI 49686		1d. City/Township/Village (Indicate which) Garfield Township	1e. County Grand Traverse
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Traverse City	3b. School Code 28010
		4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Second floor addition to existing building that houses office and manufacturing operations. Addition will be approximately 2,561 square feet. Additional space will provide much needed space for additional employees recently hired. Will also provide a humid free server room for IT needs. See attached for detailed list of the equipment purchased.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ 585,108 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ 93,247 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ 678,355 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)		
Real Property Improvements ▶ 28-05-187-024-00	06-15-2016	06-15-2018	▶ <input type="checkbox"/> Owned	<input checked="" type="checkbox"/> Leased
Personal Property Improvements ▶ 28-05-900-363-45	06-15-2016	06-15-2018	▶ <input checked="" type="checkbox"/> Owned	<input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. 80

10. No. of new jobs at this facility expected to create within 2 years of completion. 10 (6 of 10 already included in #9)

11. Rehabilitation applications only; Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) _____

b. TV of Personal Property (excluding inventory) _____

c. Total TV _____

12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

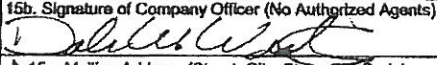
12b. Date district was established by local government unit (contact local unit)
09-22-2015

12c. Is this application for a speculative building (Sec. 3(8))?
 Yes No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

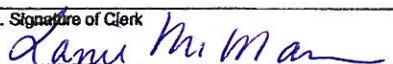
13a. Preparer Name Bobbie Jo Otto	13b. Telephone Number 231-947-3111	13c. Fax Number 231-946-0698	13d. E-mail Address bobbie.otto@rjginc.com
14a. Name of Contact Person Crystal Breithaupt	14b. Telephone Number 231-947-3111	14c. Fax Number 231-946-0698	14d. E-mail Address crystal.breithaupt@rjginc.com
▶ 15a. Name of Company Officer (No Authorized Agents) Dale Westerman			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number 231-947-6403	15d. Date 11-17-2016
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 3111 Park Drive, Traverse City, MI 49686		15f. Telephone Number 231-947-3111	15g. E-mail Address dale.westerman@rjginc.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input checked="" type="checkbox"/> Abatement Approved for <u>2</u> Yrs Real (1-12), <u>2</u> Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input checked="" type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input checked="" type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input checked="" type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input checked="" type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input checked="" type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input checked="" type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input checked="" type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input checked="" type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input checked="" type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input checked="" type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	16c. LUCI Code
16d. School Code 28010	17. Name of Local Government Body Charter Township of Garfield
18. Date of Resolution Approving/Denying this Application 12-13-16	

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk 	19b. Name of Clerk Lance McManus	19c. E-mail Address lmcmanus@garfield-twp.com
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) 3848 Veterans Dr, Traverse City, MI 49684		
19e. Telephone Number 231-941-1620	19f. Fax Number 231-941-1588	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

CHARTER TOWNSHIP OF GARFIELD

**RESOLUTION 2015-14- T
ESTABLISHMENT OF AN INDUSTRIAL DEVELOPMENT
DISTRICT - RJG TECHNOLOGIES, INC.**

WHEREAS, the Charter Township of Garfield desires to stimulate the construction and expansion of industrial plants within the Township; and

WHEREAS, the Charter Township of Garfield desires to retain and increase employment within the Township; and

WHEREAS, 1974 Public Act 198 allows the Township, as a qualifying local governmental unit, pursuant to Section 4 of the Act, to provide tax incentives to industry for such construction and expansion by the establishment of an Industrial Development District, and the entertaining of an Application for an Industrial Facilities Exemption Certificate; and

WHEREAS, an Industrial Facilities Tax Exemption Certificate may not be applied for until after the establishment of a District; and

WHEREAS, a public hearing has been held after giving written notice by certified mail to the owners of all real property within the proposed district and after publication of notice in a newspaper to all residents and taxpayers; and

WHEREAS, RJG Technologies, Inc. is desirous of filing an Application for an Industrial Facilities Exemption Certificate; and

WHEREAS, the Township is desirous of considering such an Application and holding a public hearing thereon pursuant to the above Act;

NOW, THEREFORE, BE IT RESOLVED, that there is hereby established within the Charter Township of Garfield an Industrial Development District pursuant to 1974 Public Act 198, as amended, to be known as the RJG Technologies District, and that this District shall sunset following the expiration of any Industrial Facilities Exemption approved by the Township Board of the Charter Township of Garfield and the Michigan State Tax Commission, consisting of the following described land:

Lot 21, Industrial Fund Subdivision, Section 14, Town 27 North, Range 11 West.

Motion by Kit Wilson, supported by Jeane Blood Law, PASSED, to adopt Resolution 2015-14-T.

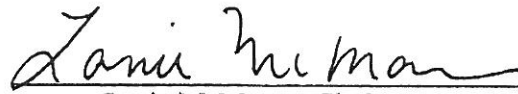
Upon roll call for the motion:

Yes: Wilson, Blood Law, Schmuckal, Featherstone, McManus, Agostinelli

No: None


Absent and excused: Korn

The Chairman declared the motion carried and Resolution 2015-14-T duly adopted this 22nd day of September, 2015.


Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of a Resolution 2015-14-T, which was adopted by the Township Board of the Charter Township of Garfield on the 22nd day of September, 2015.


Lanie McManus, Clerk

Upstairs Addition Personal Property List

VENDOR	INVOICE #	DESCRIPTION	INVOICE DATE	PLACED IN SERVICE	TOTAL	ASSET #
Integrity Business Solutions	1427588-0	(2) Tables, (2) Chairs	8/19/2016	10/1/2016	\$1,093.98	1871
Integrity Business Solutions	1445252-0	(15) Bookcase and Shelves	10/21/2016	10/21/2016	\$2,985	1875
Integrity Business Solutions	1395719-0	(20) Panels, work surfaces	7/22/2016	10/1/2016	\$4,090.00	1877
Integrity Business Solutions	1431352-0	(93) Panels, work surfaces	9/21/2016	10/1/2016	\$20,802	1877
Integrity Business Solutions	1428272-0	(24) Adjustable Desks	9/21/2016	10/1/2016	\$12,480	1862
Selectech	71216	(620) Tiles and Grounding kits	7/12/2016	10/1/2016	\$26,903.17	1879
Grand Traverse Construction	2-16201-EX1	Humidifier	7/21/2016	10/1/2016	\$11,531	1878
Grand Traverse Construction	2-16201-EX2	Labor to Intall Office&Tiles	9/2/2016	10/1/2016	\$5,884.87	1879
CDW Direct	FSC7629,FSM3213	Server	10/21/2016	10/21/2016	\$ 1,189	1872
CDW Direct	fpt1843	Dell Laptop	10/10/2016	10/10/2016	\$ 1,440	1874
mcMaster-Carr		Shelving	7/25/2016	10/1/2016	\$ 1,348	1876
Pinta Acoustics	Estimate-not complet	Noise baffles	?	?	\$ 3,500	?

Total

\$93,247

BUILDING PERMIT

CHARTER TOWNSHIP OF GARFIELD

3848 VETERANS DRIVE TRAVERSE CITY, MI 49684
 TEL (231) 941-1620 FAX (231) 941-1588

Permit Number: PB2016-077 Issue Date: 06/15/16 Parcel# 05-187-021-00

Property Address 3111 PARK DR

Zoning:

Construction Type: 2B

Census:

Use: B, F-1, S-2

No. of Dwelling Units: 1

No. of Stories: 0

Valuation of Improvement: \$550,000

Work Desc.

inspector

COMM ALT/ ADD

Applicant
GRAND TRAVERSE CONST 1616 S AIRPORT TRAVERSE CITY MI 49686

Owner
MJM PROPERTIES 675 N STONEY POINT RD SUTTONS BAY MI 49682

Permit Fee: \$2,286.00

I understand and hereby agree that the work for which this permit is issued shall be performed according to: (1) the conditions of this permit; (2) the approved plans and specifications; (3) the applicable County & Township approvals, Ordinances, and Codes; and (4) the Michigan Building Code. I agree this permit is for only the work described, and does not grant permission for additional

or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days any time after work has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the Michigan Building Code.

Permittee Signature

Issued By
 Date 6-16-16

PERMIT IS GOOD FOR 1 YEAR

24 HOUR NOTICE REQUIRED FOR ALL INSPECTIONS

INSPECTIONS	DATE	INSPECTOR

FINAL INSPECTION MUST PASS & A CERTIFICATE OF OCCUPANCY ISSUED - PRIOR TO OCCUPANCY.

2016 SUMMER PROPERTY TAXES



CHARTER TOWNSHIP OF GARFIELD
JEANE BLOOD LAW, TREASURER
3848 VETERANS DR.
TRAVERSE CITY, MI 49684
Ph: (231) 941-1620

PLEASE RETURN THIS PORTION WITH PAYMENT. THANK YOU
Receipt sent only upon request.

THIS TAX IS DUE ON: 09/14/2016

AS OF SEPT. 15TH, LATE INTEREST OF 1% WILL BE ADDED
 ADDITIONALLY 1% WILL BE ADDED THE 1ST OF EACH FOLLOWING MONTH

Tax for Property / Parcel #: 28-05-900-363-45

Name and mailing address correct? If not, please make corrections below.

28-05-900-363-45 Prop Address: 3111 PARK DR

Temp-Return Service Requested

4511 1 AV 0.376

4647 - 4508 - 1

RJG TECHNOLOGIES INC
 3111 PARK DR
 TRAVERSE CITY MI 49686-4713



Make Check Payable To: CHARTER TOWNSHIP OF GARFIELD

TOTAL SUMMER AMOUNT DUE: \$6,027.04

Amount Remitted: _____

Bill #: 06698

Group #:

Bank Code:

If your taxes are paid by a mortgage escrow, this bill is for information only

Keep the bottom portion as your receipt.

Bill #: 06698

CHARTER TOWNSHIP OF GARFIELD

2016 SUMMER TAX BILL

Group #:

Tax payments may be mailed or dropped off in our secure grey drop box by check or may be paid by cash or check at our office for no fee.

Taxes can also be paid by debit or credit card on our website: www.garfield-twp.com (Click on button to make tax payments).

All credit card or debit card payments will be charged a 3% or \$2.00 min. convenience fee per transaction. Payments can also be made by electronic check withdrawal from your checking account for a flat fee of \$3 per transaction. There will be an added \$25.00 fee for any checks that come back NSF.

The bottom portion of this bill is your receipt. An official receipt will only be sent upon request or if a self-addressed stamped envelope is included with payment.

If taxes are paid by mortgage escrow, this bill is for information only. Treasurer is not responsible for payment on wrong parcel.

SUMMER TAXES ARE NOW DUE
 To avoid late fees, payment is required no later than September 14th.

PAY BY MAIL:

CHARTER TOWNSHIP OF GARFIELD
 JEANE BLOOD LAW, TREASURER
 3848 VETERANS DR.
 TRAVERSE CITY, MI 49684

OFFICE HOURS

MONDAY - THURSDAY
 7:30 AM - 6:00 PM
CLOSED FRIDAY

Or leave payment in the secure drop box by the township hall front door.

TAX DETAIL

Taxable Value:	\$472,100	Homestead Exemption	
State Equalized Value:	\$472,100	PRE/MBT:	100%
Assessed Value:	\$472,100	Class Code:	351

Taxes are based upon Taxable Value.
 1 mill equals \$1 per \$1,000 of Taxable Value.

Amounts with no millage are either Special Assessments or other charges added to this bill.

PROPERTY INFORMATION

Property Assessed To:

RJG TECHNOLOGIES INC
 3111 PARK DR
 TRAVERSE CITY, MI 49686

Parcel #: 28-05-900-363-45

Property Address: 3111 PARK DR

Legal Description:

PERSONAL PROPERTY LOCATION 05-187-021-00 LOT 21 INDUSTRIAL FUND SUB SEC 14 T27N R11W

28-05-900-363-45

2016 Summer Pers. Prop tax

TAXING AUTHORITY	MILLAGE	AMOUNT
COUNTY	4.9823	2,352.14
STATE ED		EXEMPT
BATA	0.3447	162.73
TBA/ISD	2.9299	1,383.20
TCAPS-OPERATING		EXEMPT
TCAPS-DEBT	3.1000	1,463.51
NMC-OPERATING	1.0846	512.03
NMC-DEBT	0.3250	153.43

Garfield
ENTERED
7/21/16

21208
7.21.16
20160914 PP
~~\$6027.04~~
 \$6027.04

Total Summer Mills 12.7665

Total Summer Tax Due:	\$6,027.04
Interest / Penalty Due:	\$0.00
Administration Fee:	\$0.00
Total Amount Due:	\$6,027.04
Previous Summer Payments:	\$0.00

BALANCE DUE: \$6,027.04

OPERATING FISCAL YEARS

The taxes on this bill will be used for governmental operations for the following fiscal year(s):

County:	1/1/2016 - 12/31/2016
Township:	1/1/2016 - 12/31/2016
School:	7/1/2016 - 6/30/2017
State:	10/1/2016 - 9/30/2017

Fiscal year dates do NOT affect when the tax is due or its amount.

School: 28010 = Traverse City Area Public Schools

LEASE

THIS LEASE ("Lease") is made and entered into this 16th day of October, 1995 between MJM PROPERTIES, L.L.C., a Michigan limited liability company located at 3111 Park Drive, Traverse City, Michigan, 49686 ("MJM") and RJG TECHNOLOGIES, INC., a Michigan corporation, located at 3111 Park Drive, Traverse City, Michigan, 49686 ("RJG").

WITNESSETH:

1. PREMISES. MJM leases to RJG and RJG hires from MJM, upon the agreements, terms, covenants and conditions set forth herein, the premises described as follows:

Approximately 7,577 square feet, including non-exclusive use of all common areas, of the improvements constructed on property described as Lot 21, Industrial Fund Subdivision, according to the plat thereof as recorded in Liber 13 of Plats, page 1, Garfield Township, Grand Traverse County, Michigan, more commonly known as 3111 Park Drive, Traverse City, Michigan, 49686, all as more particularly depicted on the attached Exhibit "A" (the "Premises").

2. ADDITIONAL SERVICES. The following services and/or expenses are provided and/or paid for by RJG in connection with its use of the Premises hereunder:

RJG's pro-rata share of grounds maintenance, including mowing, plowing and watering.

Two-thirds (2/3) of all utility expenses, including electricity, water and natural gas, associated with the improvements of which the Premises form a part.

RJG's pro-rata share of all real property taxes.

RJG's pro-rata share of the cost to repair building damage or failures which are not otherwise covered by casualty insurance with respect to the Premises based upon the relation of any such damage or repair to the Premises.

3. ALTERATIONS/IMPROVEMENTS. RJG shall have the right to make reasonable improvements, additions, or alterations to the Premises upon prior approval of MJM, which approval shall not be unreasonably withheld, conditioned or delayed. Upon expiration or termination of this Lease, all improvements, including fixtures (exclusive of those paid for by RJG that may be removed and the Premises subsequently restored without material change) and any additions, alterations or repairs to the Premises placed

on or made to the Premises by RJG during the term hereof shall revert to and become the absolute property of MJM, free and clear of any and all claims against it by RJG or any third person, and RJG agrees to hold MJM harmless from any claims that may be made against such improvements by any third persons.

RJG acknowledges that MJM has not made any representations or warranties as to the suitability of same for the conduct of RJG's business. Occupation of the Premises by RJG shall conclusively establish that the Premises were at such time in good and sanitary order, condition and repair, excepting therefrom any latent conditions existing at such time.

4. **TERM.** The term of this Lease shall commence October 16, 1995 and will continue for a period of five (5) years. RJG shall have the option to renew this Lease under negotiated terms for an additional term of five (5) years by delivering written notice of its intention to exercise this option at least thirty (30) days before the termination of the initial Lease term.

5. **USE.** Subject to the provisions of law and this Lease, RJG will use and occupy the Premises during the term of this Lease for any legally permissible use. MJM represents and warrants that RJG may use the Premises for general business purposes without such use being in violation of any applicable rule, regulation, law, ordinance or statute applicable to the Premises. In no case will the Premises be used for any business which is hazardous to persons occupying the Premises or to the environment. Proper care shall be taken to appropriately dispose of all waste substances, including all hazardous substances of any type. RJG agrees to defend, indemnify and hold MJM harmless from and against any liability, damage, cost, loss or expense attributable in any manner to the improper, storage, handling or disposal of any hazardous substance in, on or about the Premises. RJG's obligations under this Article 5 shall survive the termination of this Lease indefinitely.

6. **RENTAL.** RJG shall pay to MJM as rental for the Premises the sum of FOUR THOUSAND (\$4,000.00) DOLLARS per month commencing November 1, 1995. MJM acknowledges the receipt of TWO THOUSAND (\$2,000.00) DOLLARS for rental from October 16, 1995 through October 31, 1995. Rental shall be due on the 1st day of each month during the term of this Lease.

In the event that a payment of rent is received by MJM later than the 10th day of the month in which it is due, RJG shall also pay to Lessor a service charge in the amount SIXTY (\$60.00) DOLLARS for each seven (7) days that the rent payment is overdue.

RJG shall pay to MJM at the above address the sum of one month's rent prior to the commencement of the Lease term to be held aside as a security deposit to reimburse MJM for any damage to the Premises, ordinary wear and tear excepted. If the Premises are surrendered upon the termination hereof, reasonably free from damage, the

entire security deposit shall be refunded to RJG within thirty (30) days after termination of this Lease.

7. **RIGHTS OF ACCESS**. RJG recognizes that MJM has the right to inspect the Premises. During the term of this Lease, MJM may enter the Premises at reasonable times during normal business hours and with reasonable prior notice to RJG to view the Premises or to show the Premises to prospective tenants upon nearing the end of the Lease term.

In the event RJG shall be adjudicated bankrupt, insolvent or shall make a general assignment for the benefit of creditors, then MJM may lawfully enter the Premises, repossess the same and expel RJG and remove any personal property situated thereon without being guilty of trespass and without prejudice to remedies which may be available for arrears of rent for RJG's breach of any other covenant of this Lease, all to the extent permitted by Michigan law. Upon such lawful entry, this Lease shall terminate and wholly expire.

8. **INDEMNIFICATION**. RJG shall indemnify MJM and hold MJM harmless from and against any and all injuries, losses, damages, claims and expenses, including reasonable attorney's fees, arising from or related to RJG's use of the Premises, the conduct of RJG's business therein, the constructing by RJG of any improvement thereto or any activity, work or thing done, permitted or suffered by RJG in or about the Premises, to the extent any such injuries, losses, damages, claims and expenses are not attributable to MJM's negligent acts or omissions. RJG shall further indemnify MJM and hold MJM harmless from and against any and all injuries, losses, damages, claims and expenses, including reasonable attorney's fees, arising from or related to any breach or default in the performance of any of RJG's obligations under this Lease or arising from any act, neglect, fault, or omission of RJG or its agents, employees, licensees, or invitees.

MJM shall not be liable to RJG or RJG's employees, agents, licensees or invitees for any damages, injuries, losses or claims, including but not limited to business interruption claims based on or arising out of any cause whatsoever, including but not limited to the following: MJM's entry to the Premises to inspect or show the same; janitorial access to the Premises at any time, if applicable; repairs to or interruption in the use of the Premises; the building or the land, provided that such activities last no longer than two working days; any damage resulting from the use, operation or malfunction of the heating, cooling, electrical, plumbing or other equipment or systems, provided the same are restored within two working days; fire, theft, disappearance or other casualty; any leakage in any part of the building or from water that may leak into or flow from the drains, pipes, or plumbing fixtures bursting, leaking or overflowing in any part of the building, all to the extent not attributable to MJM's negligent acts or omissions. Any property stored or placed by RJG, its employees, agents, licensees or invitees, in or about the Premises or the building shall be at the sole risk of RJG, and MJM shall not be held responsible therefor.

RJG's obligations under this Article 8 shall survive the termination of this Lease, and RJG shall indemnify MJM for all of MJM's costs and expenses, including any reasonable attorney's fees, incurred by MJM as a consequence of RJG's breach of its obligations as stated in this Lease.

9. **INSURANCE.** RJG shall pay for its pro-rata share of the premiums associated with procuring and maintaining commercial liability insurance on the Premises insuring against liability stemming from personal injury and/or property damage which may occur within such areas in an amount and on terms acceptable to MJM. RJG will maintain insurance on the contents placed in the Premises or in the common areas in amounts acceptable to it. MJM will procure and maintain insurance on the improvements constituting the Premises throughout the term of this Lease insuring the improvements against loss by fire with standard extended risk coverage, vandalism, and malicious mischief, provided, however, that RJG will pay, when requested by MJM, its proportionate share of the premiums with respect to such insurance policies as additional rent hereunder. All insurance policies as described in this Paragraph 9 will, to the extent commercially reasonable given the expense of doing so, be written in a manner so as to provide that the insuring company waives all right of recovery by way of subrogation against MJM and/or RJG in connection with any loss or damage covered by such policies.

10. **DAMAGE.** If the building or the Premises are damaged as a result of the negligence or willful misconduct of RJG or RJG's employees, agents, licensees or invitees, MJM shall have no obligation to restore the building or the Premises and RJG shall forfeit the amount of its security deposit (as described in Article 4) to be applied toward the cost of repairing such damage.

11. **DEFAULTS AND REMEDIES.** The occurrence of any one or more of the following events shall constitute a default by RJG:

The failure by RJG to make any payment of rent, for service charge, utilities, taxes, insurance, or any other payment required hereunder by the date which falls thirty (30) days after the date on which such payment is due or within the time and in the manner specified therefor by third parties.

RJG's abandonment of the Premises for a period in excess of thirty (30) days.

An event of bankruptcy as defined in Article 7.

Upon the occurrence of such events, MJM shall have the right to re-enter and take possession of all or any part of the Premises with demand or notice of not less than five (5) business days, to expel RJG and to remove any property therein without being deemed guilty of trespass and without prejudice to any other remedies of MJM for breach of this Lease, all to the extent permitted by Michigan law. In the event of such default, MJM shall have the immediate option to terminate this Lease and all rights of RJG hereunder. If

MJM so elects, MJM may recover from RJG the value of any unpaid rent which had been earned at the time of such termination, and the value of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss that RJG proves could have been reasonably avoided.

All rights, options and remedies of MJM contained in this Lease shall be construed and held to be cumulative; no one of them shall be exclusive of the other. MJM shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default on RJG hereunder shall be implied from any acceptance of MJM of any rent or other payments due hereunder or any omission by MJM to take action on account of such default if such default persists or is repeated and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval of MJM to or of any act by RJG requiring MJM's consent or approval shall not be deemed to waive or render unnecessary MJM's consent or approval to or of any subsequent similar acts by RJG.

12. ENFORCEABILITY. If any Article or provision of this Lease or the application thereof to any person, entity or circumstance shall to any extent be held invalid or unenforceable, the remaining Articles and provisions of this Lease and the application of such invalid and unenforceable Article or provision to persons, entities, and circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each Article and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

13. AMENDMENTS. Any amendments or modifications to this Lease must be set forth in writing.

IN WITNESS WHEREOF, the parties have executed this Lease and day and year indicated below..

MJM PROPERTIES, L.L.C.

By: Judith Groleau
JUDITH A. GROLEAU, Member

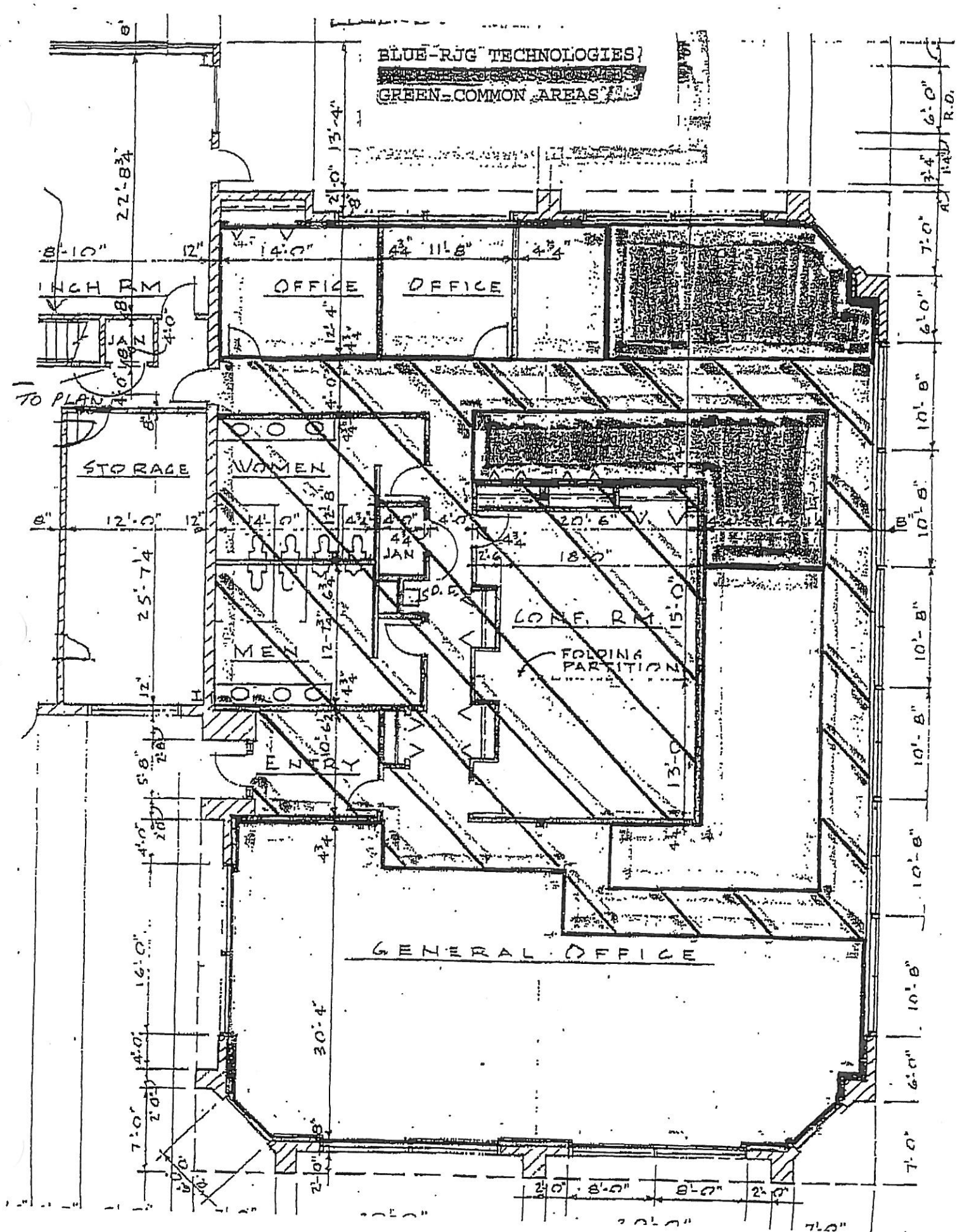
Date: 10-16-95

RJG TECHNOLOGIES, INC.

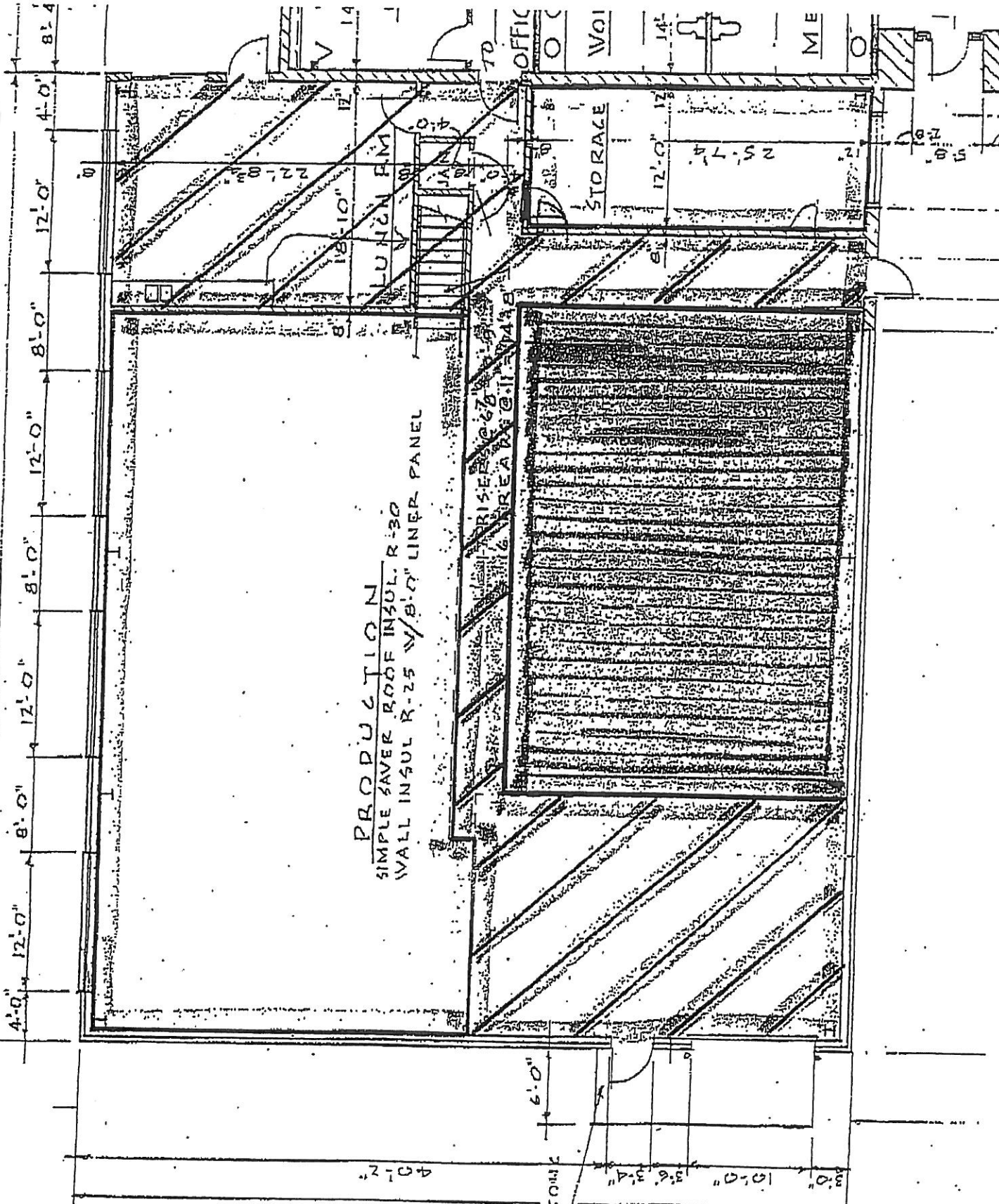
By: Rodney Groleau
RODNEY J. GROLEAU, President

Date: 10-16-95

BLUE-RJG TECHNOLOGIES
GREEN-COMMON AREAS



80'-0"



PRODUCTION
 SIMPLE SAVER ROOF INSUL. R-30
 WALL INSUL R-25 W/8'-0" LINER PANEL

STORAGE

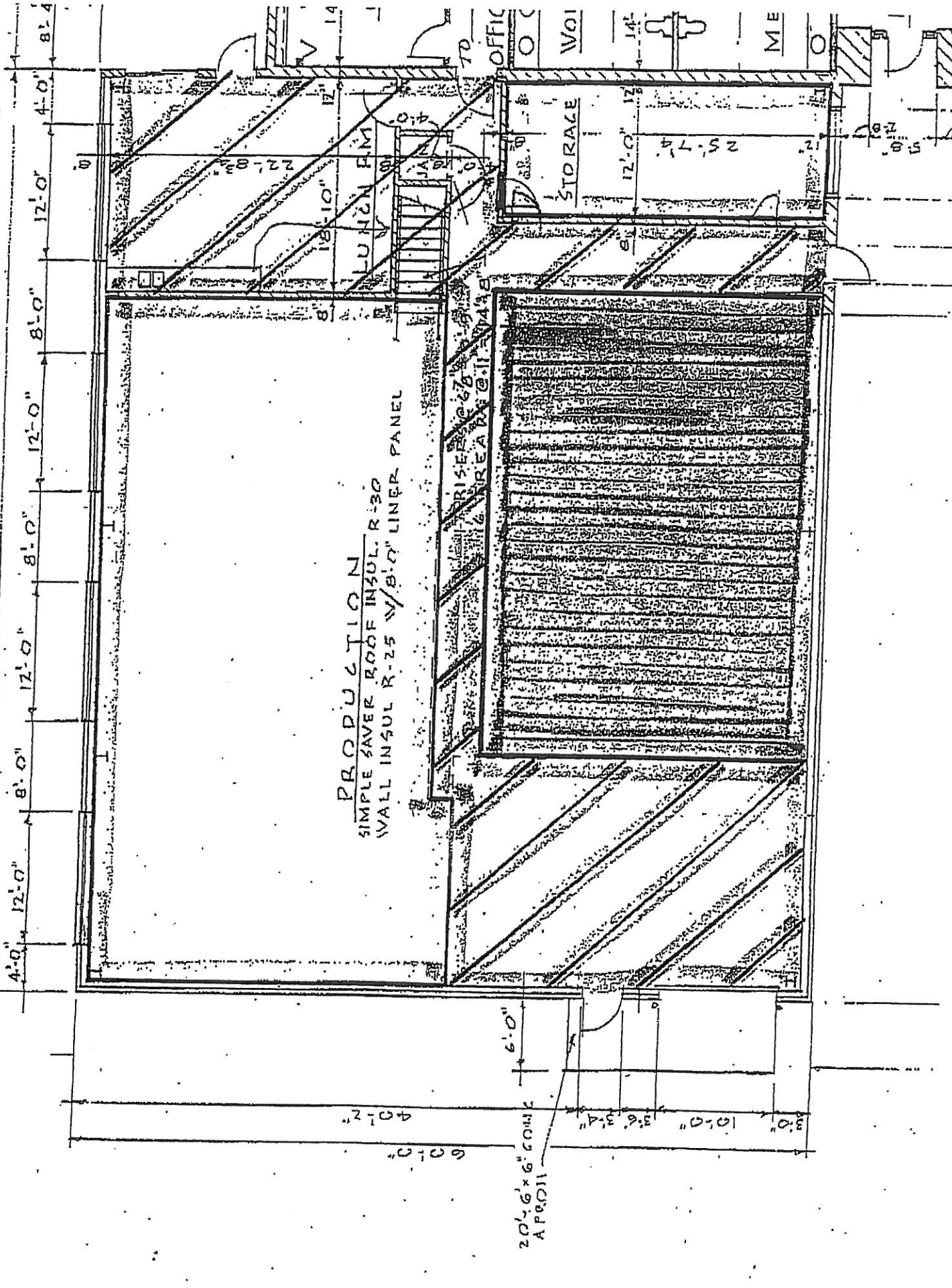
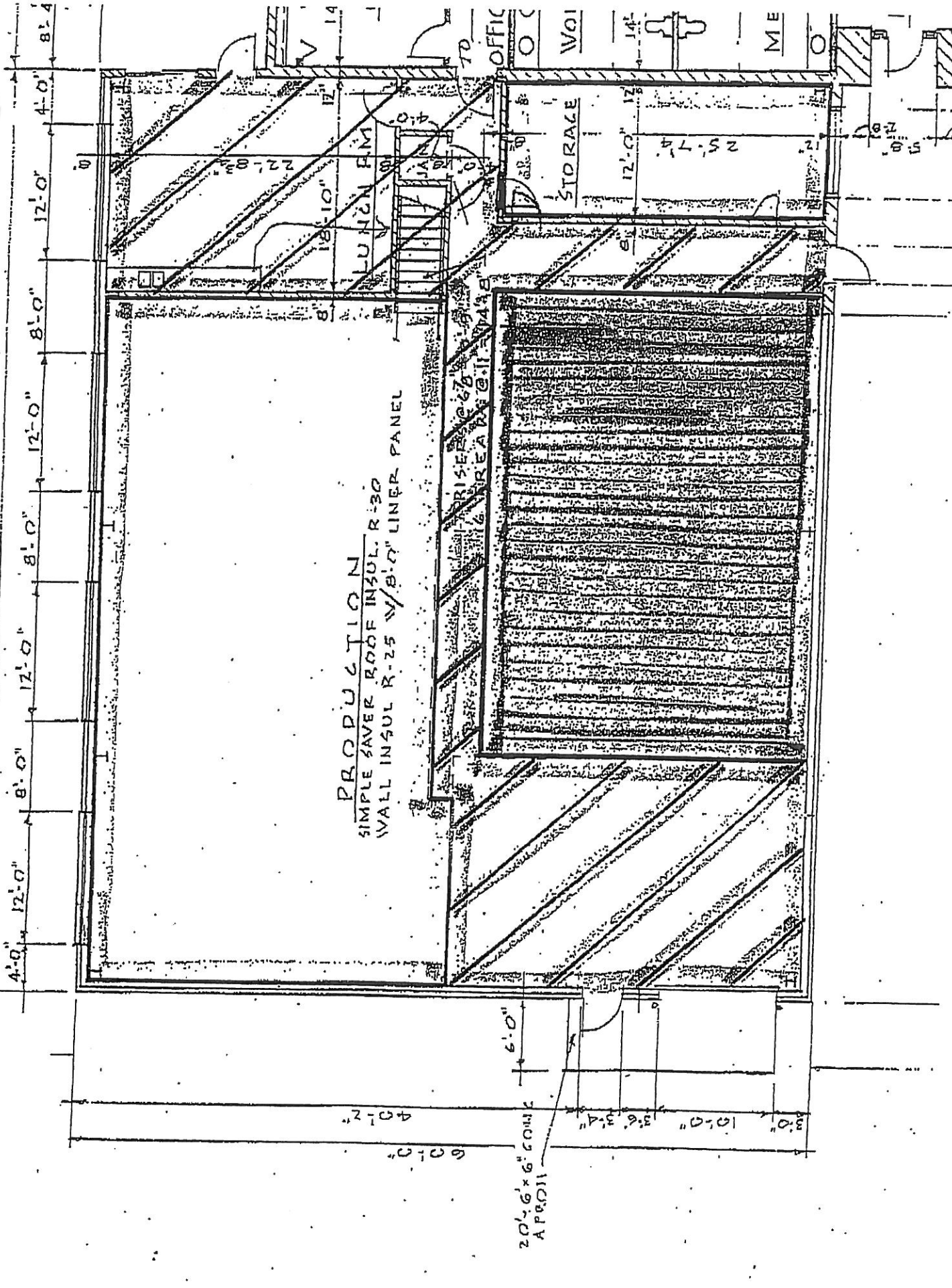
LUNCH RM

OFFICE

WOI

ME

20'-6" x 6" COMB
 APPROX



CHARTER TOWNSHIP OF GARFIELD

Industrial Facilities Exemption Certificate

Letter of Agreement

This Agreement, made this 15th day of December, 2016, by and between RJG Technologies, Inc (Company name), of 3111 Park Dr (address), Traverse City, Michigan 49686 ["Company"] and the Charter Township of Garfield, a Michigan municipal corporation, of 3848 Veterans Drive, Traverse City, Michigan 49684 ["Township"] for the purposes of fulfilling the requirements of Act No. 198 of the Public Acts of 1974, as amended, and to set forth the rights, duties and obligations of the respective parties.

WHEREAS, the Company has submitted an application to the Township requesting an Industrial Facilities Exemption Certificate ("IFT") pursuant to Michigan Public Act 198 of 1974, as amended; and

WHEREAS, the Company desires to encourage the granting of the IFT, and recognizes the investment that the Township and other taxing jurisdictions will be making toward the economic growth of the Company; and

WHEREAS, the Township recognizes that granting the IFT will contribute to the economic growth of the Township; and

WHEREAS, a written agreement is required between the Company and the Township, which agreement is to be filed with the Michigan Department of Treasury, MCL 207.572;

NOW THEREFORE, the Township and Company hereby agree as follows:

1. Initial IFT Period. The Company agrees that the initial period of the IFT shall be only for a period of two (2) years. Not later than the 10th day of January, immediately following the second year after the issuance of the IFT, the Company shall submit a signed letter to the Township stating:

- a. The number of new jobs promised, 10, in the IFT application and the actual number of new jobs created.
- b. If the IFT was granted on the basis of job retention, the number of employees at the time of the application, 80, and the current number of employees. Six of the ten new hires have already been included in the 80.
- c. If projection for creation or retention of jobs was not reached, provide explanation.
- d. The estimated project cost given in the application, \$ \$678,355, and the actual project cost.
- e. If the actual project cost differs substantially from the project cost, provide explanation.

The letter shall be from an independent third party with the professional expertise appropriate to the terms of this contract to provide the required information and shall be based upon the business records of the Company, or other verifiable source. The Chief Executive Officer of the Company shall co-sign the letter, and swear or affirm its truthfulness.

2. Additional IFT Period. If the Company successfully completes compliance review by the Township Supervisor or Designee, the Township may award the Company up to an additional ten (10) year period for the IFT, and the terms and conditions of this Agreement shall remain in full force and effect.

3. Reporting. In the event that the Company's IFT is extended beyond the initial two (2) year period, the Company further agrees, beginning with the fourth (4th) year after the original issuance date of the IFT, to submit a report regarding the status of employment every two (2) years on or before December 31. If employment has not been retained or reached the number given in the application, an explanation for this shall be included. The Company shall also promptly provide the Township with verifiable supporting information, as requested.

4. Breach by Company. The Company understands that if, at any time, employment has not been retained or reached, as stated in the application, or the capital expenditures described in the application have not been completed, the Township has the right to reduce the term of, or revoke, the IFT and to declare a breach of this Agreement.

5. Recapture of Taxes. The Company agrees to continuously abide by this Agreement, and all representations and premises in its application, and supporting documents, and to so remain within the Township at the level described in the application for the period of the IFT, unless permission for relocation is granted by the Township. The Company further understands that if it leaves the Township, in whole or in part, without permission for relocation, or if it ceases or reduces operations in the Township prior to the end of the term of the IFT, it is a breach of this Agreement and the Township has the right to recapture from the Company up to, and including, the total difference between the Industrial Facilities Tax and the normal Ad Valorem tax, which would have been due if the IFT had not been granted, plus interest, penalties and costs, including actual attorney fees. Upon breach and revocation, such taxes, in total, shall be entered upon the next tax roll as a charge against the property, and a lien therefore, and shall be collected and enforced in the same manner as the general ad valorem taxes against the property are collected. The Company agrees and consents to the enforcement and collection of these amounts as taxes pursuant to the General Property Tax Act.

6. Tax Appeal. The Company agrees and understands that in the event an appeal of the assessment on the facility is filed with the Michigan Tax Tribunal, the Township, at its discretion, has the right to reduce the term of the Industrial Facilities Certificate, provided that the Company, or its representative, and the Township Assessor are first given the opportunity to address the Township Board as to the merits of the appeal.

7. Payment of IFT. The Company agrees to pay all ad valorem taxes and industrial facilities taxes on or before they are due. The Company understands that in the event that any taxes, owed by the Company to the Township, become delinquent, the IFT is automatically revoked and there is a breach of this Agreement.

8. Ordinance Compliance. The Company agrees to comply with all Township Ordinances, regulations and codes during the term of the IFT. The Company understands that in the event the Company fails to comply, the Township may reduce the term of, or revoke, the IFT, provided that the Company, or its representative, and the Township Official responsible for administering the Ordinance, regulation or code that the Company is in violation of, are first given the opportunity to address the Township Board.

9. Other. The Company agrees: N/A

10. Penalties and Costs. If the Company breaches this Agreement, in addition to seeking revocation, the Township shall be entitled to, and awarded, its costs and actual attorney fees in enforcing the terms and conditions of this Agreement, including but not limited to, collection of back taxes and the reinstatement of previously waived general property taxes, together with the statutory penalties and interest on delinquent taxes from the date of the breach.

11. Special Assessment for Breach by Company. In addition to all other Township remedies, the Company consents to a special assessment for all amounts due the Township under the terms of this Agreement in the event of a breach by the Company, and waives all notices and hearings, and consents to the benefits of the special assessment, if the Township chooses to exercise its special assessment remedy under this Agreement.

12. No Excess Fee Promise. The Township and the Company do swear, or affirm, by their signatures below, that no payment of any kind in excess of the fee allowed by Public Act 198 of 1974, as amended, has been made, or promised, in exchange for favorable consideration of an exemption certificate application.

13. Correction Opportunity. By the signatures of the representatives of both the Company and the Township, below, it is understood that certain economic conditions can, at times, prohibit the maintenance of the Company's targeted status. It is understood that if such conditions exist at the time of the designated Company reports, the Township Board will carefully evaluate the Company's situation, and will inform the Company if any action is considered in order to give the Company an opportunity for correction.

14. Bankruptcy. If the Company files for bankruptcy, or if another person successfully petitions to place the Company in bankruptcy, and if the Bankruptcy Trustee rejects this Agreement, or attempts to materially alter it, the IFT is automatically revoked and the Company is in breach of this Agreement. Personal property taxes will be jeopardy assessed, and the due date accelerated by the Township Treasurer. The Company agrees that such acts will not be a violation of an automatic stay. Recaptured

taxes, as described in paragraph 5, shall be non-dischargeable taxes of the Company under the US Bankruptcy Code.

15. Severability. In the event that a term, condition or agreement is deemed unlawful, or unenforceable, such term, condition or agreement shall be deemed severable and the remaining terms, conditions and agreements shall be given full force and effect.

16. No Waiver. In the event that the Township fails to enforce any term or condition of this Agreement, such action shall not be considered a waiver of the terms and conditions of the Agreement, and all other terms shall be given full force and effect.

17. Assignment. This Agreement shall not be assigned without the express written consent of the Township Board. If an assignment is approved by the Township Board, any assignment shall be binding on the successors, or assigns, or the Company. This assignee of an approved assignment shall execute the Township's then standard IFT agreement.

18. Time of the Essence. Time is of the essence for the obligations of this Agreement.

19. Authority to Sign. The Township and the Company agree that the signatories below have the authority, and are duly authorized, to execute this Agreement on behalf of the part to the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

WITNESSES:

Karen Bauman
Barbara Anne Fishbeck
Karen Bauman
Barbara Anne Fishbeck

WITNESSES:

Betty Tezak
Betty Tezak
Lainie McManus
Lainie McManus

COMPANY:

Dale Westerman
Dale Westerman, President

TOWNSHIP:

Chuck Korn
Chuck Korn, Supervisor

(Signatures continued on next page.)

AFFIDAVIT

STATE OF MICHIGAN)
)ss.
COUNTY OF GRAND TRAVERSE)

The undersigned, being first duly sworn deposes and says as follows:

“No payment of any kind in excess of the fee allowed by Act 198, as amended, has been made or promised in exchange for favorable consideration of the exemption certificate application.”

COMPANY

Dale Westerman

On the 15th day of December, 2016, before me, a Notary Public in and for said County, appeared Dale Westerman (name), to me personally known, who being duly sworn did say that (s)he is the President (title) of RJG Technologies, Inc, the Company named herein and which executes the within instrument, and that said instrument was signed in behalf of said Company by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Company.

Crista M. Breithaupt
Crista M. Breithaupt, Notary Public
Grand Traverse County, Michigan
My Commission Expires: Dec. 05, 2018

TOWNSHIP

Chuck Korn
Supervisor or Designee

On the 15th day of December, 2016, before me, a Notary Public in and for said County, appeared Chuck Korn (name), to me personally known, who being duly sworn did say that (s)he is the Supervisor (title) of the Charter Township of Garfield, the municipal corporation named herein and which executes the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its Township Board, and acknowledged said instrument to be the free act and deed of said corporation.

Melanie S. McManus
Melanie S McManus, Notary Public
Grand Traverse County, Michigan
My Commission Expires: July 5, 2019

2018 APPOINTMENTS – COMPLETE LIST

8. C.

<u>Board</u>	<u>Term</u>	<u>Expires</u>
<u>Code Enforcement Officer</u>		
Michael Green	1 year	Dec. 31, 2018
Carl Studinski	1 year	Dec. 31, 2018
Thom Schmuckal	1 year	Dec. 31, 2018
<u>Planning Commission</u>		
Steve Duell (TB Rep)	1 year	Dec. 31, 2018
Chris Degood (unexpired term)	3 years	Dec. 31, 2018
Gil Uithol	3 years	Dec. 31, 2018
Pat Cline	3 years	Dec. 31, 2019
Joseph McManus	3 years	Dec. 31, 2019
Joe Robertson	3 years	Dec. 31, 2020
John Racine	3 years	Dec. 31, 2020
<u>Grand Traverse County Commission</u>		
Chuck Korn	1 year	Dec. 31, 2018
Lanie McManus	1 year	Dec. 31, 2018
<u>Grand Traverse County Road Commission</u>		
Chuck Korn	1 year	Dec. 31, 2018
Erik Perdonik	1 year	Dec. 31, 2018
<u>TTCI</u>		
Chuck Korn	1 year	Dec. 31, 2018
Rob Larrea	1 year	Dec. 31, 2018
<u>GT Metro Emergency Services Board</u>		
Chuck Korn	1 year	Dec. 31, 2018
Dan Walters	1 year	Dec. 31, 2018
Jeane Blood Law (alternate)	1 year	Dec. 31, 2018
<u>Zoning Board of Appeals</u>		
Steve Duell (PC Rep)	1 year	Dec. 31, 2018
Lynn Fricke	3 years	Dec. 31, 2019
Rick Smith	3 years	Dec. 31, 2019
Kent Rozycki	3 years	Dec. 31, 2020
Scott Swan	3 years	Dec. 31, 2020

Board of Review

Gary Rousseau	2 years	Dec. 31, 2018
Cherry Wolf	2 years	Dec. 31, 2018
Gil Uithol	2 years	Dec. 31, 2018
Jim Christensen (alternate)	2 years	Dec. 31, 2018

Parks and Recreation Commission

Denise Schmuckal	1 year	Dec. 31, 2018
Chris Degood	1 year	Dec. 31, 2018
James Guilmet	3 years	Dec. 31, 2020
Chris Remy	3 years	Dec. 31, 2018
Dale Majercyck	3 years	Dec. 31, 2018
Valerie Handy	3 years	Dec. 31, 2019
Fern Spence	3 years	Dec. 31, 2019

Building Code of Appeals

Dave Chryst	2 years	Dec. 31, 2019
Tom Piehl	2 years	Dec. 31, 2019
Steve Duell	2 years	Dec. 31, 2019
Marc Burkholder	2 years	Dec. 31, 2019
Peter Alt	2 years	Dec. 31, 2019

Grand Traverse Commons Joint Planning Commission

Joe McManus	3 years	May 14, 2021
Carol Hale	3 years	May 14, 2019
John Racine	3 years	May 14, 2020

City of Traverse City and Charter Township of Garfield Recreational Authority

Michael Groleau	3 years	June 30, 2021
Molly Agostinelli	3 years	June 30, 2019
Tim Hughes	3 years	June 30, 2020

STANDING COMMITTEES (1 Year Term - Expires Dec. 31, 2018)

Personnel Committee

Denise Schmuckal	Town Board
Lanie McManus	Town Board
Chuck Korn	Town Board

Building and Grounds Committee

William Mouser	Employee Member
Molly Agostinelli	Town Board
Dan Walters	Town Board

Finance Committee

Chuck Korn	Town Board
Lanie McManus	Town Board
Jeane Blood	Town Board
Betty Tezak	Employee

Elections Committee

Lanie McManus	Town Board
Denise Schmuckal	Town Board
Dan Walters	Town Board

Law Enforcement Committee


Denise Schmuckal
Chuck Korn

Ethics Committee

Molly Agostinelli
Denise Schmuckal
Chuck Korn

Northern Nexus

Chuck Korn

 Charter Township of Garfield Planning Department Report No. 2018-95		
Prepared:	September 11, 2018	Pages: 1 of 1
Meeting:	October 9, 2018 Township Board	Attachments: <input type="checkbox"/>
Subject:	Direction/Action Regarding Silver Lake Recreation Area Improvements	

BACKGROUND AND PURPOSE OF REPORT:

An on-site meeting of the Parks and Recreation Commission (“PRC”) was held at the Silver Lake Recreation Area (“SLRA”) on September 10, 2018 to address numerous issues. The primary purpose of this report is to present the PRC’s suggestions from the September 10, 2018 meeting, and to seek direction from the Board regarding the budgeting and timing of potential projects.

ITEMS FOR BOARD CONSIDERATION:***Sidewalks:***

The PRC would like to include funding in the budget for a sidewalk connecting the southernmost pavilion, restrooms, and dog park entrance. Staff can certainly seek estimates for the connection for spring 2019 if the Board wishes.

Well House:

The PRC would like the Board to budget for an enclosure to replace the two temporary structures that are enclosing the irrigation pump system. The PRC would like the enclosure to be constructed of materials that match the bathroom structure.

UPDATES:***Abandoned Disc Golf Course Site Evaluation:***

The PRC discussed the cleanup of the abandoned disc golf course and the silt fence in particular with Tom Vitale of the GTCD. Tom and Erik Perdonik, Deputy Planner, walked the abandoned course and are of the opinion that since nature has reclaimed much of what was done and there does not appear to be anything unsightly, substantial restoration is not reasonable. The leftover brush piles will be spread out throughout the woods.

Landscaping:

At their September 10, 2018 meeting, the PRC unanimously passed the following motion regarding the restoration of the buffer area along Silver Lake Road:

Handy moved and Majerczyk seconded THAT the planting of an effective landscape buffer which does not obscure the fire station’s clear vision, not a “Type C” buffer, along the portion of the park’s East Silver Lake Road frontage across from the residences be planted, with native grass planted along the entire length of the cleared area, and ornamental landscaping beyond the buffer for the residences BE RECOMMENDED to the Township Board.

The motion, however, does not address whether a landscape design should be sought, or whether estimates should be sought for the plantings. It appears that the project is too large for the GTCD to do alone. In this light, a recommendation is being sought from the PRC at their October 8, 2018 meeting regarding how the buffer area will be designed and how to proceed regarding seeking estimates.

Walking Path and Basketball Court Crack Sealing:

The crack sealing of the walking path at the SLRA by Ace Seal Right, LLC that the Board approved at their August 14, 2018 meeting was completed between September 7, 2018 and September 9, 2018, just prior to the PRC's September 10, 2018 on-site meeting. The basketball court was sealed sometime in late September, but the lines have not yet been repainted as of the drafting of this report.

Wood Chips from Invasive Species Removal:

Where appropriate, the wood chips created by shredding the invasive trees will be used by the Grand Traverse Conservation District ("GTCD") for erosion control throughout our park system.