

CHARTER TOWNSHIP OF GARFIELD TOWN BOARD MEETING

Tuesday, November 14, 2017, 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 – October 24, 2017 Minutes (Recommend Approval)
October 30, 2017 Study Session Minutes (Recommend Approval)

- b. Bills -
 - General Fund \$ 46,031.29
 - (Recommend Approval)
- c. PD 2017-107 – Proposed Conditional Rezoning Agreement - Serra Works of Traverse City, LLC – Introduce and schedule a Public Hearing for December 12, 2017

4. Items removed from the Consent Calendar

5. Correspondence

- a. Grand Traverse Conservation District – October 2017 Report

6. Reports

- a. Sheriff's Report
- b. County Commissioner's Report
- c. Treasurer's Report
- d. Clerk's Report
- e. Supervisor's Report

7. Unfinished Business

- a. Consideration of Good Faith Offer of Just Compensation Avigation Easement
- b. Public Hearing - Garfield Township Budgets for 2014 (General Fund, Fire Fund, Public Improvement Fund, Budget Stabilization Fund, DPW Fund, Park System Fund, Street Light Fund, and Special Assessment District Fund)

8. New Business

- a. Consideration of Resolution 2017-26-T, a resolution of waiver of penalties for failure to file Property Transfer Affidavits
- b. Resolution 2017-27-T 2018 General Fund Budget
- c. Resolution 2017-28-T 2018 Fire Fund Budget
- d. Resolution 2017-29-T 2018 Public Improvement Road Fund Budget
- e. Resolution 2017-30-T 2018 Budget Stabilization Fund Budget
- f. Resolution 2017-31-T 2018 DPW Fund Budget
- g. Resolution 2017-32-T 2018 Park System Fund Budget
- h. Resolution 2017-33-T 2018 Street Light Fund Budget
- i. Resolution 2017-34-T 2018 Special Assessment District Fund Budget

- j. Resolution 2017-35-T Clerk's Salary
- k. Resolution 2017-36-T Treasurer's Salary
- l. Resolution 2017-37-T Supervisor's Salary
- m. PD Report No. 2017-111 – BVNP Bid Consideration
- n. Consideration of Charter contract

9. Public Comment

10. Other Business

11. Adjournment

Lanie McManus, Clerk

The Garfield Township Board will provide necessary reasonable auxiliary aids and services, such as signers for hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities upon the provision of reasonable advance notice to the Garfield Township Board. Individuals with disabilities requiring auxiliary aids or services should contact the Garfield Township Board by writing or calling Lanie McManus, Clerk, Ph: (231) 941-1620, or TDD #922-4412.

**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD MEETING
October 24, 2017**

Supervisor Korn called the Town Board Meeting to order on October 24, 2017 at 6:00p.m. at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan.

Pledge of Allegiance

Roll Call of Board Members

Present: Denise Schmuckal, Jeane Blood Law, Dan Walters, Lanie McManus, Molly Agostinelli, and Chuck Korn

Absent and Excused: Steve Duell

1. Public Comment (6:00)

None

2. Review and Approval of the Agenda - Conflict of Interest (6:01)

Korn asked to replace "Personnel Committee" with "Northflight Report" under item 6.

Schmuckal moved and Blood Law seconded to approve the agenda as amended.

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

Nays: None

3. Consent Calendar (6:01)

a. Minutes

October 10, 2017 Regular Meeting Minutes (Recommend Approval)

October 10, 2017 Study Session (Recommend Approval)

October 16, 2017 Study Session Minutes (Recommend Approval)

b. Bills

General Fund \$114,882.11
(Recommend Approval)

Gourdie-Fraser

Developer's Escrow Fund \$ 3,570.00

Utility Receiving Fund 11,950.00

Total \$ 15,520.00

(Recommend Approval)

c. Application for Progress Payment on the NW Water System Division A:

**Potable Water Storage Tank Project to DN Tanks, Inc. for \$221,984.59.
(Recommend Approval)**

d. MTT Update (Receive and File)

Blood Law moved and Agostinelli supported to approve the consent calendar as presented.

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

Nays: None

4. Items Removed from the Consent Calendar (6:04)

a. None

5. Correspondence (6:04)

None

6. Reports

a. Construction Report (6:04)

Jennifer Hodges with Gourdie Fraser said that DN Tanks has poured the foundation and erected the walls and dome. They hope to have the tank up and running by spring. She is preparing the bid for the Heritage Way project and is continuing to review plans throughout the Township.

b. GT Metro Fire Report (6:11)

Chief Pat Parker said Metro has now gone on just over 3,500 calls this year. The stations are preparing for winter by performing pump testing. Lt. Steve Apostle added a report on CPR calls year to date. Parker added that the State of Michigan approved the 2015 edition of the Fire Prevention ordinance and that they will be bringing that to the township for review and approval. Fire prevention week was successful and firefighters visited many schools and held an open house at Station 12 with over 300 participants.

c. County Commissioner's Report (6:16)

No report

d. Northflight Report (6:16)

Daryl Case, Northflight Operations Manager, gave board members a review of the 258 calls last month. He added that the #1 call is for fall victims, but that they responded to their share of auto accidents as well. The average response time is 6.3 minutes for all Priority 1 calls. Board members asked for a chart to continue to look at response times.

e. Assessor's Report (6:21)

Assessor Amy DeHaan gave board members an idea of what the pictometry software does. She said that the program has been a large timesaver for the assessing department. The assessing department continues to recover taxes

because of the program. The cost of the software is expensive, but is coming close to being recouped.

c. Clerk's Report (6:35)

McManus had no report at this time.

d. Supervisor's Report (6:36)

Korn reported that there were several in attendance at the MTA meetings and there was lots of great information shared, including information on short term rentals.

7. Unfinished Business

a. Consideration of Resolution 2017-25-T, a Resolution regarding Medical Marihuana Facilities authorized by PA 281 of 2016. (6:38)

This resolution clearly defines the parameters of what is allowed in the Township. This resolution states that the Township is formally opting out of any legislation which would allow medical marihuana facilities. The existing facilities will continue to operate under the 2008 constitutional amendment.

Schmuckal moved and Agostinelli seconded to adopt Resolution 2017-25-T, a resolution regarding Medical Marihuana Facilities authorized by PA 281 of 2016 with the correction made to item #1 changing the word "an" to "any". Discussion took place regarding how Metro Emergency Services would be affected by any of the legislation if a township opted to allow facilities.

Yeas: Schmuckal, Agostinelli, McManus, Blood Law, Walters

Nays: Korn

b. Discussion of Attorney's opinion regarding Grand Traverse Emergency Management Services lease (Recommend going into closed session) (6:48)

Agostinelli moved and Schmuckal seconded to go into closed session at 6:53 pm to discuss an attorney's opinion letter regarding the Grand Traverse Emergency Management Services lease.

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

Nays: None

Board members returned from Closed session at 7:31pm.

8. New Business

None

9. Public Comment: (6:52)

None

10. Other Business (6:53)

None

11. Adjournment

Schmuckal moved to adjourn the meeting at 7:32 p.m.

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

**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD STUDY SESSION MINUTES
October 30, 2017 Minutes**

ORDER OF BUSINESS

Call meeting to order

Supervisor Korn called the Town Board Study Session to order on Tuesday, October 30, 2017, at 4:33 p.m. at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan.

Roll call of Board Members

Present: Chuck Korn, Lanie McManus, Denise Schmuckal, Molly Agostinelli, Steve Duell, Jeane Blood Law, Dan Walters

Absent: None

1. Business to come before the Board

a. Discussion regarding the 2018 Township Budget

The Board received the 2018 Township Budget. The Board discussed the budget in detail and asked questions.

2. Public Comment

There was no public comment.

3. Adjournment

Korn adjourned the meeting at 6:09 p.m.

Chuck Korn, Supervisor
3848 Veterans Drive
Traverse City, MI 49684

Lanie McManus, Clerk
3848 Veterans Drive
Traverse City, MI 49684

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHIP OF GARFIELD
 CHECK DATE FROM 10/7 - 11/08/2017
 Banks

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|------------|------|---------|------------------------------------|-------------------------------|-----------------|-----------------|
| 10/19/2017 | GEN | 36396 | ACE WELDING & MACHINE, INC. | BUILDING REPAIR | 101-265-935.605 | 260.00 |
| 10/19/2017 | GEN | 36397 | AFLAC | AFLAC | 101-000-227.001 | 591.98 |
| 10/19/2017 | GEN | 36398 | CITY OF TRAVERSE CITY | | 101-448-920.005 | 10.61 |
| 10/19/2017 | GEN | 36399 | GRAND TRAVERSE DIESEL SERVICE, INC | MAINTENANCE-OTHER | 101-265-935.608 | 266.80 |
| 10/19/2017 | GEN | 36400 | INTEGRITY BUSINESS SOLUTIONS | SUPPLIES | 101-253-726.000 | 7.16 |
| 10/19/2017 | GEN | 36401 | KLM LANDSCAPE | LAWN MAINTENANCE | 101-265-935.602 | 505.00 |
| 10/19/2017 | GEN | 36402 | KLM LANDSCAPE | MAINTENANCE - MISC, EQUIP | 308-000-935.000 | 900.00 |
| 10/19/2017 | GEN | 36403 | PREIN & NEWHOF | COM. PROM. - BVNP (YMCA) | 308-000-880.006 | 860.00 |
| 10/26/2017 | GEN | 36404 | FIFTH THIRD BANK | SUPPLIES | 101-101-726.000 | 186.53 |
| | | 36404 | | EDUCATION & TRAINING | 101-215-960.000 | 15.67 |
| | | 36404 | | EDUCATION & TRAINING | 101-401-960.000 | 862.60 |
| | | | | | | <u>1,064.80</u> |
| 10/26/2017 | GEN | 36405 | FIFTH THIRD BANK | SUPPLIES | 101-101-726.000 | 548.02 |
| | | 36405 | | EDUCATION & TRAINING | 101-101-960.000 | 22.42 |
| | | 36405 | | EDUCATION & TRAINING | 101-253-960.000 | 11.20 |
| | | | | | | <u>581.64</u> |
| 10/26/2017 | GEN | 36406 | GARFIELD CHARTER TOWNSHIP | HSA (FORMERLY FLEX) | 101-000-237.000 | 329.62 |
| 10/26/2017 | GEN | 36407 | INTEGRITY BUSINESS SOLUTIONS | SUPPLIES | 101-171-726.000 | 14.00 |
| | | 36407 | | SUPPLIES | 101-253-726.000 | 7.00 |
| | | 36407 | | SUPPLIES | 101-401-726.000 | 23.92 |
| | | | | | | <u>44.92</u> |
| 10/26/2017 | GEN | 36408 | KLM LANDSCAPE | COM. PROM. - SILVER LAKE PARK | 308-000-880.001 | 1,050.00 |
| 10/26/2017 | GEN | 36409 | PITNEY BOWES INC. | SUPPLIES | 101-101-726.000 | 237.98 |
| 10/26/2017 | GEN | 36410 | UNITED WAY | UNITED WAY | 101-000-238.000 | 90.00 |
| 10/26/2017 | GEN | 36411 | VOYA INSTITUTIONAL TRUST COMPANY | DEFERRED COMP | 101-000-227.000 | 2,150.00 |
| 10/26/2017 | GEN | 36412 | GRAND TRAVERSE COUNTY PLANNING | EDUCATION & TRAINING | 101-101-960.000 | 30.00 |
| | | 36412 | | EDUCATION & TRAINING | 101-171-960.000 | 30.00 |
| | | 36412 | | EDUCATION & TRAINING | 101-401-960.000 | 210.00 |
| | | | | | | <u>270.00</u> |
| 11/01/2017 | GEN | 36413 | ANNE WENDLING | CONTRACTED AND OTHER SERVICES | 101-101-805.000 | 144.00 |
| | | 36413 | | CONTRACTED AND OTHER SERVICES | 101-400-805.000 | 145.50 |
| | | 36413 | | CONTRACTED AND OTHER SERVICES | 101-410-805.000 | 72.00 |

3. b.

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|------------|------|---------|-----------------------------------|-------------------------------|-----------------|----------|
| 11/01/2017 | GEN | 36414 | ANNE WENDLING | MISCELLANEOUS | 308-000-864.000 | 361.50 |
| 11/01/2017 | GEN | 36415 | CHERRYLAND ELECTRIC COOP. | | 101-000-084.861 | 85.00 |
| | | 36415 | | | 101-265-920.603 | 303.64 |
| | | 36415 | | | 101-448-920.005 | 1,240.09 |
| | | | | | | 863.88 |
| | | | | | | 2,407.61 |
| 11/01/2017 | GEN | 36416 | CHERRYLAND ELECTRIC COOP. | COM. PROM. - SILVER LAKE PARK | 308-000-880.001 | 169.68 |
| 11/01/2017 | GEN | 36417 | FIFTH THIRD BANK | DUES & PUBLICATIONS -TOWNBOAR | 101-101-965.101 | 70.00 |
| | | 36417 | | EDUCATION & TRAINING | 101-171-960.000 | 36.86 |
| | | | | | | 106.86 |
| 11/01/2017 | GEN | 36418 | HOME DEPOT CREDIT SERVICES | SUPPLIES-MAINTANCE | 101-265-726.003 | 105.82 |
| 11/01/2017 | GEN | 36419 | INTEGRITY BUSINESS SOLUTIONS | SUPPLIES | 101-171-726.000 | 8.35 |
| | | 36419 | | SUPPLIES | 101-253-726.000 | 27.60 |
| | | | | | | 35.95 |
| 11/01/2017 | GEN | 36420 | SPECTRUM BUSINESS | | 101-258-935.016 | 75.00 |
| 11/01/2017 | GEN | 36421 | SUPERFLEET | GAS & CAR WASHES | 101-806-862.000 | 153.93 |
| 11/01/2017 | GEN | 36422 | THE GUARDIAN | INSURANCE - EMPLOYEE HEALTH | 101-851-873.030 | 1,105.10 |
| | | 36422 | | INSURANCE - EMPLOYEE LIFE | 101-851-873.040 | 1,459.71 |
| | | | | | | 2,564.81 |
| 11/02/2017 | GEN | 36423 | GARFIELD CHARTER TOWNSHIP | INSURANCE - EMPLOYEE HEALTH | 101-851-873.030 | 4,600.00 |
| 11/06/2017 | GEN | 36424 | NORTHFIELD RESTAURANT CORP#1015 & | CURRENT REAL PROPERTY TAXES | 101-000-403.000 | 7.36 |
| 11/07/2017 | GEN | 36425 | AMERICAN WASTE | MAINTENANCE - MISC, EQUIP | 308-000-935.000 | 266.98 |
| 11/07/2017 | GEN | 36426 | AMERICAN WASTE | RUBBISH REMOVAL | 101-265-935.604 | 79.00 |
| 11/07/2017 | GEN | 36427 | AMY DEHAAN | MILEAGE - ASSESSOR | 101-171-860.201 | 99.88 |
| 11/07/2017 | GEN | 36428 | B S & A SOFTWARE | COMPUTER SUPPORT SYSTEMS | 101-258-935.015 | 6,667.00 |
| 11/07/2017 | GEN | 36429 | CITY OF TRAVERSE CITY | DUE FROM #861 STREET LIGHTS | 101-000-084.861 | 182.71 |
| | | 36429 | | | 101-448-920.005 | 512.41 |
| | | | | | | 695.12 |
| 11/07/2017 | GEN | 36430 | CITY OF TRAVERSE CITY | LEGAL SERVICES - TOWNBOARD | 101-101-801.002 | 1,632.88 |
| 11/07/2017 | GEN | 36431 | CONSUMERS ENERGY | | 101-000-084.861 | 1,432.00 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|---------------------------|------|---------|----------------------------------|---------------------------|-----------------|------------------|
| | | 36431 | | | 101-448-920.005 | 5,364.64 |
| 11/07/2017 | GEN | 36432 | CONSUMERS ENERGY | | 101-000-084.861 | 50.34 |
| 11/07/2017 | GEN | 36433 | DTE ENERGY | | 101-265-920.601 | 317.03 |
| 11/07/2017 | GEN | 36434 | DTE ENERGY | | 101-265-920.601 | 40.06 |
| 11/07/2017 | GEN | 36435 | GARFIELD CHARTER TOWNSHIP | HSA (FORMERLY FLEX) | 101-000-237.000 | 329.62 |
| 11/07/2017 | GEN | 36436 | GRAND TRAVERSE COUNTY DPW | | 101-265-920.602 | 646.53 |
| 11/07/2017 | GEN | 36437 | GRAND TRAVERSE COUNTY DPW | MAINTENANCE - MISC, EQUIP | 308-000-935.000 | 10.35 |
| 11/07/2017 | GEN | 36438 | GRID4 COMMUNICATIONS, INC. | TELEPHONE | 101-265-850.000 | 1,056.92 |
| 11/07/2017 | GEN | 36439 | INTEGRITY BUSINESS SOLUTIONS | | 101-101-726.000 | 83.25 |
| 11/07/2017 | GEN | 36440 | RUBY CLEANING SERVICE | CLEANING SERVICE | 101-265-935.603 | 1,150.00 |
| 11/07/2017 | GEN | 36441 | RUBY CLEANING SERVICE | MAINTENANCE - MISC, EQUIP | 308-000-935.000 | 250.00 |
| 11/07/2017 | GEN | 36442 | STAPLES | SUPPLIES | 101-101-726.000 | 344.69 |
| | | 36442 | | SUPPLIES | 101-191-726.000 | 65.97 |
| | | 36442 | | SUPPLIES | 101-253-726.000 | 11.99 |
| | | 36442 | | SUPPLIES | 101-401-726.000 | 78.46 |
| | | | | | | 501.11 |
| 11/07/2017 | GEN | 36443 | MICHIGAN DEPARTMENT OF TREASURY | DUES & PUBLICATIONS | 101-171-965.000 | 525.00 |
| 11/07/2017 | GEN | 36444 | STATE OF MICHIGAN (P) | STATE TAXES PAYABLE | 101-000-228.000 | 2,483.05 |
| 11/07/2017 | GEN | 36445 | TRAVERSE CITY RECORD EAGLE | ADVERTISING | 101-101-901.000 | 73.75 |
| | | 36445 | | | 101-410-901.000 | 142.75 |
| | | | | | | 216.50 |
| 11/07/2017 | GEN | 36446 | UNITED WAY | UNITED WAY | 101-000-238.000 | 90.00 |
| 11/07/2017 | GEN | 36447 | VOYA INSTITUTIONAL TRUST COMPANY | DEFERRED COMP | 101-000-227.000 | 2,150.00 |
| TOTAL - ALL FUNDS | | | | | | 46,031.29 |
| TOTAL OF 52 CHECKS | | | | | | |

--- GL TOTALS ---
 101-000-084.861 1,968.69
 101-000-227.000 4,300.00
 101-000-227.001 591.98
 101-000-228.000 2,483.05
 101-000-237.000 659.24
 101-000-238.000 180.00
 101-000-403.000 7.36
 101-101-726.000 1,400.47

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|-----------------|------|---------|-------------------------------|-------------|------|-----------|
| 101-101-801.002 | | | LEGAL SERVICES - TOWNBOARD | | | 1,632.88 |
| 101-101-805.000 | | | CONTRACTED AND OTHER SERVICES | | | 144.00 |
| 101-101-901.000 | | | ADVERTISING | | | 73.75 |
| 101-101-960.000 | | | EDUCATION & TRAINING | | | 52.42 |
| 101-101-965.101 | | | DUES & PUBLICATIONS -TOWNBOAR | | | 70.00 |
| 101-171-726.000 | | | SUPPLIES | | | 22.35 |
| 101-171-860.201 | | | MILEAGE - ASSESSOR | | | 99.88 |
| 101-171-960.000 | | | EDUCATION & TRAINING | | | 66.86 |
| 101-171-965.000 | | | DUES & PUBLICATIONS | | | 525.00 |
| 101-191-726.000 | | | SUPPLIES | | | 65.97 |
| 101-215-960.000 | | | EDUCATION & TRAINING | | | 15.67 |
| 101-253-726.000 | | | SUPPLIES | | | 53.75 |
| 101-253-960.000 | | | EDUCATION & TRAINING | | | 11.20 |
| 101-258-935.015 | | | COMPUTER SUPPORT SYSTEMS | | | 6,667.00 |
| 101-258-935.016 | | | COMPUTER NETWORK | | | 75.00 |
| 101-265-726.003 | | | SUPPLIES-MAINTANCE | | | 105.82 |
| 101-265-850.000 | | | TELEPHONE | | | 1,056.92 |
| 101-265-920.601 | | | HEATING / GAS | | | 357.09 |
| 101-265-920.602 | | | WATER / SEWER | | | 646.53 |
| 101-265-920.603 | | | LIGHTS BUILDING | | | 1,240.09 |
| 101-265-935.602 | | | LAWN MAINTENANCE | | | 505.00 |
| 101-265-935.603 | | | CLEANING SERVICE | | | 1,150.00 |
| 101-265-935.604 | | | RUBBISH REMOVAL | | | 79.00 |
| 101-265-935.605 | | | BUILDING REPAIR | | | 260.00 |
| 101-265-935.608 | | | MAINTENANCE-OTHER | | | 266.80 |
| 101-400-805.000 | | | CONTRACTED AND OTHER SERVICES | | | 145.50 |
| 101-401-726.000 | | | SUPPLIES | | | 102.38 |
| 101-401-960.000 | | | EDUCATION & TRAINING | | | 1,072.60 |
| 101-410-805.000 | | | CONTRACTED AND OTHER SERVICES | | | 72.00 |
| 101-410-901.000 | | | ADVERTISING | | | 142.75 |
| 101-448-920.005 | | | STREET LIGHTS TOWNSHIP | | | 6,751.54 |
| 101-806-862.000 | | | GAS & CAR WASHES | | | 153.93 |
| 101-851-873.030 | | | INSURANCE - EMPLOYEE HEALTH | | | 5,705.10 |
| 101-851-873.040 | | | INSURANCE - EMPLOYEE LIFE | | | 1,459.71 |
| 308-000-864.000 | | | MISCELLANEOUS | | | 85.00 |
| 308-000-880.001 | | | COM. PROM. - SILVER LAKE PARK | | | 1,219.68 |
| 308-000-880.006 | | | COM. PROM. - BYNP (YMCA) | | | 860.00 |
| 308-000-935.000 | | | MAINTENANCE - MISC, EQUIP | | | 1,427.33 |
| | | | TOTAL | | | 46,031.29 |

| | | | |
|--|---|--------------|-------------------------------------|
|  Charter Township of Garfield Planning Department Report No. 2017-107 | | | |
| Prepared: | November 6, 2017 | Pages: | Page 1 of 5 |
| Meeting: | November 14, 2017 - Planning Commission | Attachments: | <input checked="" type="checkbox"/> |
| Subject: | Proposed Conditional Rezoning Agreement | | |
| File No. | Z-2017-03 - CRA | Parcel No. | 05-014-005-00 |
| Applicant: | Serra Works of Traverse City, LLC | | |
| Owner(s): | Serra Works of Traverse City, LLC | | |

SUBJECT PROPERTY:

The subject property is approximately 2.9 acres in size and located at 940 Boon Street. It fronts both Boon Street and Garfield Road. This property was granted a conditional rezoning to C-2 (now C-G) with restrictions in 2007 to accommodate an expansion of the car dealership.



PURPOSE OF APPLICATION:

The Conditional Rezoning Agreement (CRA) set certain stipulations and timelines to ensure the property was developed in a timely manner, which may or may not have been met. Regardless, the procedure for approval of an application and major amendment is the same. Therefore, the application before you will replace the language currently in place and include a site plan, as required.

The plan contemplates various changes in vegetative buffers, the addition of a car wash (with restrictions) and ingress/egress modifications. The Planning Commission felt a non-automated wash bay was more appropriate until noise and use restrictions (no public use) could meet the standards of the ordinance as an automobile laundry.

PUBLIC HEARING COMMENTS

A public hearing was held on the application providing residents of Garfield Township and Traverse City the opportunity to comment on the proposal. This report acknowledges their concerns and agreed upon solution to said concerns.

1. Boon Street landscape buffer

The public voiced concern regarding the lack of buffer proposed on the north side of the property abutting Boon Street. The applicant has agreed to increase the planting size of the conifers from the required 6 feet to 8-10 feet in height to create a tiered vegetative buffer. The planning commission has deemed this issue resolved.

2. Car Wash

The public voiced concern with the addition of an automated car wash and the noise and increased traffic associated with the use. The applicant has agreed to the following stipulations to mitigate noise and added traffic:

- a. The automobile laundry will be labeled a "wash bay" and may be permitted without noise generating mechanicals customarily associated with an automated car wash.
 - a. Any modification to the "wash bay" to include noise generating mechanicals shall first be reviewed, following a public hearing, by the Planning Commission.
 - b. A noise study shall be performed prior to a determination of (a) above and following installation of mechanicals, if approved and providing evidence that noise will not be detrimental to the surrounding neighborhoods.
- b. The automobile laundry shall not be open to the public.

The planning commission has deemed the noise and added traffic concerns resolved due to the above mentioned stipulations.

3. Garfield Road Entrance / Driveway Alignment

The planning commission identified a lack of alignment with driveways across Garfield Road as a traffic and safety concern. The applicant has agreed to posting a "No Left Turn" sign at the Garfield Road exit and directing traffic to the Boon Street exit and stop light to mitigate the safety concern. The planning commission has deemed this issue resolved.

4. Boon Street Entrance

The Planning Commission had concern that the Boon Street curb cut was located too close to the residential home (west) and also cited the lack of alignment with the alley located to the north of the drive.

The applicant has agreed to the following to address the concerns:

- a. The applicant relocated the entrance away from the neighboring property and agreed to (1) one curb cut along Boon Street.
- b. The applicant has aligned the entrance with the alley to the north as shown on the 8-10-17 site plan.

The planning commission has deemed this issue resolved.

5. Lighting

Lighting, as submitted is appropriate.

STAFF COMMENT:

The application was introduced to the Planning Commission at their July 12, 2017 meeting and scheduled for a public hearing on September 13, 2017. The Application and Findings of Fact were recommended to the Township Board for adoption at their October 11, 2017 meeting with the condition that the CRA be reviewed by the township attorney. At the time of this report the review had not been finalized however Staff was comfortable that we would have the review back prior to the November 14th meeting.

The following approval criteria are offered for consideration and were recommended by the Planning Commission:

Section 421.E Approval Criteria of Zoning Map Amendment

In its review of an application for rezoning, the Township should consider, but is not necessarily limited to, the criteria as defined in § 421.E.1 Master Plan Consistency through § 421.E.8 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 to be **met** for the following reasons:*

- The Master Plan identifies this area as Mixed Use Business due to its location and proximity to Traverse City. The car dealership use proposed in 2007, and at the time of the conditional rezoning agreement, was deemed compatible with the intent of the plan.
- The proposed Master Plan eliminates the Mixed Use Business designation and replaces it with a more accurate Commercial designation. Therefore, the request complies with the proposed Master Plan as well.

(2) Adverse Impacts on Neighboring Lands

*The Planning Commission may consider this standard to be **met** for the following reasons:*

- The proposed conditional rezoning request has been restricted to improve compatibility with neighboring properties.
- The project, as proposed, has been designed to limit any adverse impact on the residential properties to the north and west of the project by locating ingress/egress locations to the site and away from the residential homes.
- Landscaping will be provided in accordance with the buffer standards. The applicant has agreed to increase coniferous plantings in number and size from 6 feet in height at the time of planting to 8-10 ft in height at the time of planting to create a more tiered effect.

- The non-automated "wash bay" is deemed compatible due to the lack of automated dryers, alarms and other noises produced by an Automobile Laundry.
- The "wash bay" will not be open to the public.

(3) Suitability as Presently Zoned

*The Planning Commission may consider this standard to be **met** for the following reasons:*

- The property is currently split zoned with the western parcel being conditionally rezoned C-G (with restriction) and the eastern portion being zoned C-G (without restriction) both of which are suitable as presently zoned to support the use as submitted.

(4) Changed Conditions

*The Planning Commission may consider this standard to **not apply**.*

(5) Health, Safety, and Welfare

*The Planning Commission may consider this standard to be **met** for the following reasons:*

- The project as proposed and restricted protects and encourages the public health, safety and welfare by installing sidewalks, limiting vehicular turning movements, aligning ingress and egress locations and eliminating vegetation in conflict with FAA standards.

(6) Public Policy

*The Planning Commission may consider this standard to be **met** for the following reasons:*

- The use is limited by the conditions of the application and zoning ordinance, complies with the master plan, non-motorized plan, and current growth patterns of the area.

(7) Size of Tract

*The Planning Commission may consider this standard to be **met** for the following reasons:*

- Due to the historic development pattern of this area, parcels are traditionally small and the request is restricted to a small area for compatibility purposes, and in accordance with FAA restrictions.
- This standard is in place to avoid small acreage rezoning of land that could be described as spot zoning. This request is not considered as such due to the surrounding uses and the historic zoning being commercial.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission acts as the recommending body to the Township Board in any application for zoning ordinance or map amendment. At their October 11, 2017 meeting past the following motions:

THAT the Findings of Fact for Application Z-2017-03, attached to PD Report 2017-99 and forming part of this motion, BE APPROVED (*to be adopted only after review of the finding of fact document*).

The following motion would be appropriate to recommend approval of the application:

THAT application Z-2017-03 submitted by Serra Works of Traverse City, LLC to conditionally rezone lands along Boon Street, as described, BE RECOMMENDED FOR APPROVAL to the Garfield Township Board based on the approved Findings of Fact and for reasons set out in report PD-2017-99 with the following conditions:

1. All relevant material to be included as a part of the Conditional Rezoning Agreement (CRA) and including the agreement itself shall be drafted and reviewed by the township attorney prior to the introduction of the agreement to the Township Board.

ACTION REQUESTED BY TOWNSHIP BOARD:

This purpose for this meeting is to introduce the request and schedule the application for a public hearing on December 12, 2017. If the Township Board is satisfied with the information provided, and as recommended by the Planning Commission, the following motion is offered for your consideration:

THAT application Z-2017-02 be scheduled for public hearing at the regular meeting of the Garfield Township Board to be held on December 12, 2017.

Any additional information that the Township Board determines to be necessary should be added to either motion. If the Township Board is not satisfied with the level of information provided to date, the above motion would be premature and should not be adopted.

Grand Traverse Conservation District
October 2017 Report

CONSERVATION TEAM

OWNER/PARKLAND: Garfield Township - Various

Administration

- Attended and provided updates at monthly Parks and Recreation Commission meeting.
- Met with Garfield Parks and Recreation Commissioner, Chris Remy, and interested citizens for an on-site field assessment of social trail development at the Commons.
- Communicated with Popp Excavating and Great Wolf Lodge to determine starting date for Kid's Creek connector trail installation.
- Coordinated Wildlife and Wetlands Solutions on the contracted treatment of woody invasive plants at Kid' s Creek and Silver Lake Parks.

Routine Monitoring and Maintenance

- Monitored trails and trailheads at all Garfield parklands and replaced dog waste bags as needed.
- Removed down trees and cleared trails at Garfield parklands.
- Removed broken vehicle barrier bollards at the Commons on bridge adjacent to Greenspire School.
- Assessed social trail development and at the Commons to better determine trails to keep and deter.
- Met with trail steward to make headway on graffiti issues at the Commons.

Other

- Continued to work toward the replacement of the deteriorating railroad bridge and the Cass Road crossing of Miller Creek through the Drain Commission office.
 - Responded to severe flooding at Miller Creek to determine if flood waters are coming from the Creek and how severely the crossings are impairing flow.
 - Continued oversight and coordination of contractors (SEEDS) constructing boardwalk and viewing platform at Miller Creek.
 - Coordinated Wildlife and Wetlands Solutions on the contracted treatment efforts on woody invasive plants near the Boardman Pond bottomlands (funding provided by the Conservation Resource Alliance)
-

OWNER/PARKLAND: Recreational Authority - Hickory Meadows

Administration

- Attended monthly Rec Authority and Hickory Meadows Advisory Committee (HMAC) meetings.
- Prepared an agenda for the HMAC meeting.
- Continued outreach with City staff and the Advisory Committee in regards to Hickory Hills Infrastructure Development plans.
- Continued outreach with Erik Takayama, from Grand Traverse Organics Landscaping, in regards to native buffer design between the Meadows and Hills property.
- Prepared draft restoration plan for plantings and seeding of proposed sites of disturbance due to Hickory Hills infrastructure development
- Drafted list of best practices for proposed Hickory Hills Development on the Meadows property.
- Worked with the Advisory Committee on user survey development.

Routine Monitoring and Maintenance

- Monitored all trails and trailheads, picked-up trash, and replaced dog waste bags as needed.
- Blew off leaves from trailheads as necessary.

Other

- Installed TRAFx trail counters at Hickory Meadows trailheads.
-

BOARDMAN RIVER STEWARDSHIP

- Restored erosion sites S744 & S745 along Kids Creek on property owned by Pine Grove Homes.
 - Restored 100' section of eroding bank along Kids Creek at the Hand Surgery Center located at the corner of Front and Division.
 - Continued to monitor the sediment basins at the Concrete Service to ensure they are functioning as designed.
 - Prepared for and gave an annual update to the Edwards Boardman River Stewardship Fund Committee to receive approval for the annual allocation from the Fund.
 - Met with the Village of Kingsley interim President, a DDA Board member, and a property owner re: flooding upstream of Blair Street. The flooding is caused by a build-up of rock rip-rap in front of the culvert under Blair Street. The site is next to the Middle School and it is suspected that students moved the rock.
 - Prepared for and gave a presentation to the Grand Traverse Leadership Academy's 2017 Class for Environmental Day.
-

ENVIRONMENTAL EDUCATION

Nature Center Visitation this Month: 626
Program Participants this month: 526
Drop ins this month: 100
Nature Center Visitation this year: 7,603

Nature Center Visitation October 2016: 712
Program Participants October 2016: 443
Drop in October 2016: 269
Nature Center Visitation since 2008: 78,216

Program Participation & Program Planning:

- 80 preschool aged children and their families participated in our twice weekly preschool programs at the Boardman River Nature Center
- Formed partnership with Disability Network Northern Michigan to launch an accessibility program at the Boardman River Nature Center and the Natural Education Reserve.
- Disability Network Northern Michigan completed an accessibility study on the Boardman River Nature Center and provided a short list of changes to make the Nature Center full accessible to disabled members of the community.
- Continued work on outdoor exhibits along the Fox Den and Sabin trailhead on the Natural Education Reserve.

MICHIGAN SAFE FOOD

- Attended the business meeting of Northwest Michigan Food and Farming Network. Attendees included representatives from Senator Debbie Stabenow's office, Michigan Farm Bureau, Grow Benzie, Crosshatch, Taste the Local Difference, Local Food Alliance, MSU Extension, Cherry Capital Foods and others.
- Michigan Apple Crunch, in conjunction with Cherry Capital Foods, was held October 25. The goal of the event is to encourage consumption of Michigan-grown apples, and emphasize the connection between farm and food. Celebrated during the GTCD staff meeting, 11 crunchers enjoyed their Honeycrisp apples from Altonen Orchards.
- Safe Food staff attended three different computer classes: Microsoft Powerpoint, Word and Excel.
- Met with Tim Slawinski and Kristin Esch from MDARD to discuss goals for Safe Food Program. Both attended the GTCD Board Meeting to provide an update on the Safe Food program.

MICHIGAN AGRICULTURE ENVIRONMENTAL ASSURANCE PROGRAM (MAEAP)

Farms Visited: 9 (Grand Traverse & Antrim), 6 (Leelanau & Benzie)

Risk Assessments Completed: 9 (Grand Traverse & Antrim), 2 (Leelanau & Benzie)

Farms Verified: 1

Updates:

- 10/3: Meeting with Program Coordinator of NMC's Institute of Agricultural Technology
- 10/4: Agrichemical container recycling program collection with G. Phillips and Sons
- 10/5: Benzie County Verification
- 10/11-10/12: Livestock*A*Syst and Manure Management Training in Charlotte and Fowler, MI
- 10/13: Leelanau Conservation District Field Day Agriculture Station
- 10/14: Pasture walk at The May Farm in Benzie County
- 10/17: Food and Farming Network Farmland Task Force Meeting
- 10/18: Food and Farming Network Business Meeting
- 10/19: Grand Traverse County Local Emergency Planning Committee Meeting
- 10/20: Freshwater Summit
- 10/21: Agriculture Field Day in Leelanau County
- 10/26: Performance evaluations with GTCD Executive Director

Current Projects:

- Working with:
 - 6 farms in Benzie
 - 9 farms in Leelanau
 - 8 farms in Grand Traverse
 - 8 farms in Antrim
- Risk Assessments Completed in October: 11
- Participating with the Food and Farming Network Farmland Task Force on updated outreach materials.
- Ongoing October-November: MDARD Well Monitoring Program
- Working with Jason Kimbrough with NRCS to help growers pursuing MAEAP get EQIP funding.
- Collaborating with Program Coordinator of Institute of Agricultural Technology at NMC to educate horticulture students about the MAEAP program.
- Beginning 2018 re-verifications

Upcoming Events:

- 11/1-11/3: MACD Fall Convention in Bellaire
- 11/8: Farmstead*A*Syst Training at Kellogg Biological Station in Hickory Corners, MI

- 11/10: Recording new MAEAP Educational Video at NMC
- 11/7: Leelanau Conservation District Board Meeting
- 11/15: Benzie Conservation District Board Meeting
- 11/20: Antrim Conservation District Board Meeting

NORTHWEST MICHIGAN INVASIVE SPECIES NETWORK (ISN)

| | |
|-----------------------------------|----------------------|
| Active Contacts: 505 | Acres Surveyed: 53 |
| Passive Contacts: 12,927 +website | Sites Surveyed: 37 |
| Volunteer Hours: 40 | Acres Treated: 38.75 |
| Volunteers: 13 | Sites Treated: 31 |

Meetings/Presentations:

- 10/4 - Presented on invasive species to NMC class; 30 active contacts
- 10/5 - Kids Creek site visit w/ Master Gardeners
- 10/10-11 - Attended Pollinator Conference; 8 active contacts
- 10/12 - Held booth at Long Lake Elementary "Parents go to school" night; 5 active, 20 passive
- 10/16 - Presented Habitat Matters at Michigan Nursery & Landscape Assoc. Pesticide Credit Clinic; 20 active contacts
- 10/20 - Attended & held booth at Freshwater Summit; 10 active, 50 passive contacts
- 10/23-10/26 - Attended North American Invasive Species Managers Association conference in Reno; 5 active contacts
- 10/31 - Hosted ISN Partner Meeting; 30 active contacts

Treatments and Surveys:

- Buyback Program wrap-up: 144 barberry plants removed from 13 sites and replaced with non-invasives/natives
- Participation from 3 counties and 4 GBB landscapers
- PH treatments in 4 counties: 27 sites, 36 acres
- Treated OB in Grand Traverse Archie Park; 0.25 acres
- Site visits & Tx monitoring: 8 sites, 14 acres

Other Accomplishments:

- Delivered bootbrush station materials to partners
- EPA GLRI Progress Reporting completed (2015 & 2016)
- Facebook reach: 8,905 passive

Upcoming Events:

- Watch for Garlic Mustard Workbees in May

| |
|----------------------------|
| 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 |
| NWMISN | Northwest Michigan Invasive Species Network |
| OB | Oriental Bittersweet |
| SEEDS | 501(c)3 nonprofit organization |
| SFP | Safe Food Program |
| Tx | Treatment |

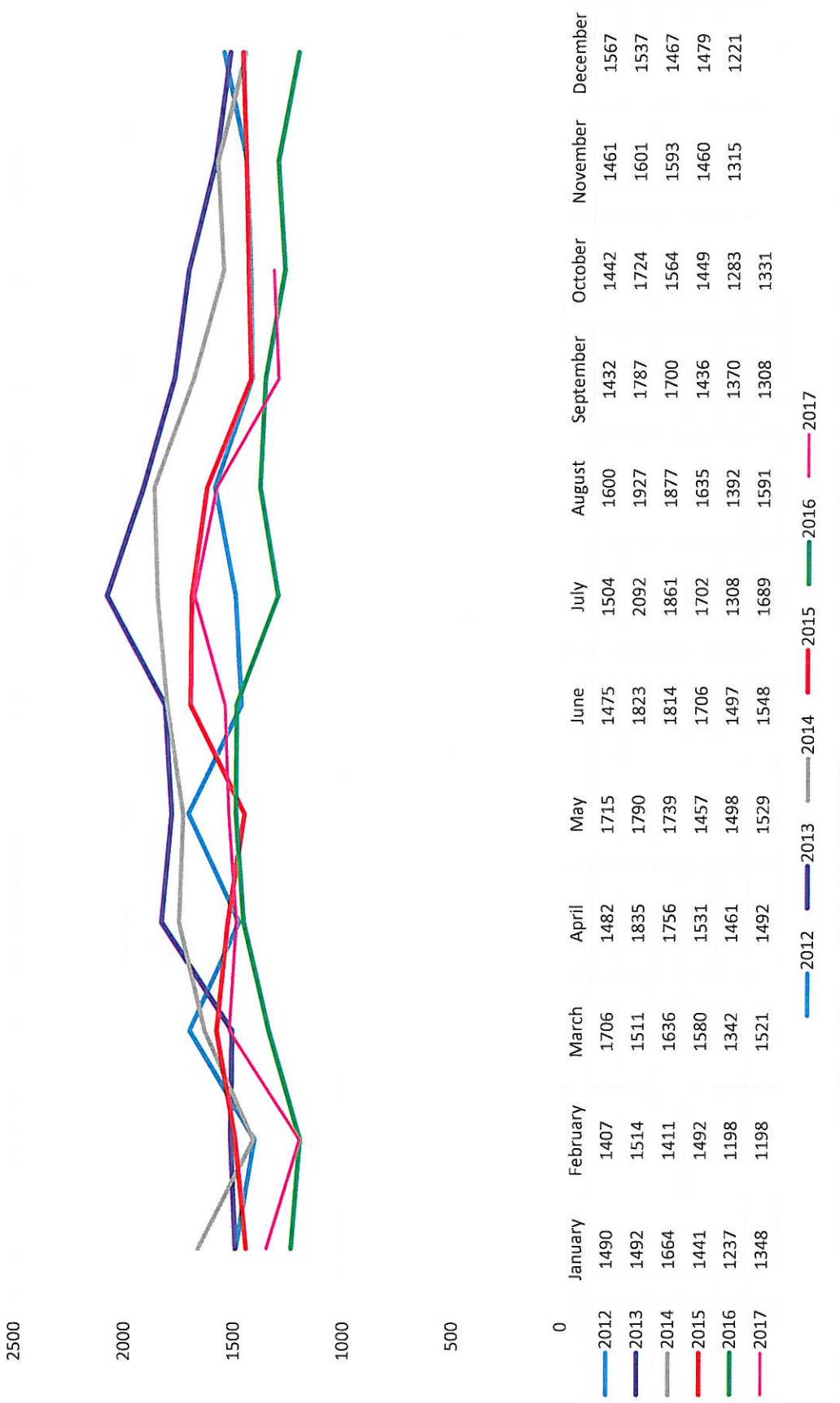
Grand Traverse Sheriff Department Calls for Service Statistics

Month October
Year 2017

| Day of Week | Mon | Tues | Weds | Thurs | Fri | Sat | Sun | TOTAL | |
|------------------|-----------|------|-----------------|-------|---------|----------|----------|--------|-------|
| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| Hour of Day | 496 | 551 | 506 | 431 | 433 | 406 | 413 | 3,236 | |
| | 91 | 56 | 59 | 34 | 40 | 43 | 77 | 111 | |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | |
| | 142 | 170 | 172 | 190 | 216 | 179 | 174 | 180 | |
| Location | Citations | | Traffic Crashes | | Arrests | | | *Other | Total |
| | Fatal | PIA | PDA | OWI | MIP | Criminal | Criminal | | |
| 01 Acme | 9 | 0 | 2 | 16 | 2 | 1 | 10 | 77 | 163 |
| 02 Blair | 29 | 0 | 5 | 28 | 2 | 0 | 22 | 217 | 412 |
| 03 East Bay | 27 | 0 | 4 | 36 | 0 | 0 | 18 | 196 | 373 |
| 04 Fife Lake | 6 | 0 | 2 | 7 | 0 | 0 | 5 | 47 | 73 |
| 05 Garfield | 53 | 0 | 9 | 82 | 3 | 2 | 68 | 579 | 1,331 |
| 06 Grant | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 16 | 38 |
| 07 Green Lake | 6 | 0 | 4 | 9 | 0 | 0 | 8 | 80 | 173 |
| 08 Long Lake | 5 | 0 | 0 | 14 | 0 | 0 | 1 | 56 | 133 |
| 09 Mayfield | 12 | 0 | 1 | 17 | 1 | 0 | 0 | 58 | 85 |
| 10 Peninsula | 1 | 0 | 0 | 6 | 1 | 0 | 3 | 52 | 120 |
| 11 Paradise | 7 | 0 | 1 | 16 | 1 | 0 | 6 | 49 | 113 |
| 12 Union | 4 | 0 | 1 | 1 | 0 | 0 | 1 | 15 | 23 |
| 13 Whitewater | 4 | 0 | 0 | 12 | 1 | 0 | 4 | 52 | 87 |
| 29 Fife Lake Vlg | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 30 |
| 30 Kingsley Vlg | 3 | 0 | 0 | 0 | 0 | 0 | 5 | 49 | 86 |
| 66 Traverse City | 3 | 0 | 0 | 0 | 3 | 0 | 48 | 0 | 0 |
| 84 Out of County | 0 | 0 | 0 | 0 | 1 | 0 | 27 | 0 | 0 |
| Totals | 175 | 0 | 29 | 246 | 15 | 3 | 226 | 1,562 | 3,240 |

*Other Calls for Service Include: 911 Hangups; BOL; Follow-up to Complaints; Motorist Assists; Public Relations; Serving Legal papers; Traffic Stops; Warrant Attempts
Ticket stats are based on what District Court has entered as of 11/01/17.
Arrest Stats are as of 11/01/17.

GTSO Garfield Township Calls for Service





**Charter Township Of Garfield
Treasurers Report
Ending September 30th, 2017**

6. c.

| Acct. | Unrestricted Funds | General Fund | 06/30/17 | 09/30/17 | Difference | Maturity Date | Rate |
|--|--|--------------|------------------|------------------|----------------|---------------|-------|
| 7118 | General Fund | Checking | 2,632,492 | 1,741,871 | (890,621) | N/A | |
| 5605 | General Chase High Yield | Savings | 168,663 | 168,739 | 76 | N/A | |
| 4670 | General Fund Managed | Invest | 1,280,674 | 2,289,584 | 1,008,910 | N/A | |
| 25 | Chemical | CD | 191,160 | 191,159 | (1) | 6/4/20 | 1.20% |
| 740 | Huntington | CD | 81,479 | 82,052 | 574 | 10/30/20 | 0.61% |
| 604 | Mbank CD - | CD | 96,278 | 95,000 | (1,278) | 9/24/20 | 1.00% |
| 605 | Mbank CD - | CD | 96,278 | 95,000 | (1,278) | 9/24/20 | 1.00% |
| 606 | Mbank CD - | CD | 60,807 | 60,000 | (807) | 9/24/20 | 1.00% |
| s101 | 4-Front Credit Union | CD | 207,128 | 207,697 | 569 | 7/8/20 | 0.65% |
| 300 | NW Consumers CU | CD | 166,571 | 166,917 | 346 | 2/23/20 | 0.80% |
| 302 | NW Consumers CU | CD | 59,481 | 59,601 | 120 | 9/28/18 | 0.60% |
| 662 | Traverse City State Bank | CD | 266,265 | 266,867 | 602 | 3/12/18 | 0.89% |
| 55 | 1st Community Bank | CD | 211,580 | 211,580 | - | 8/2/18 | 0.75% |
| 72 | First Merit (Citizens) | CD | 250,000 | 250,000 | 0 | 2/22/19 | 0.90% |
| 15 | First National Bank of America | CD | 257,926 | 258,820 | 894 | 4/14/18 | 1.39% |
| 1 | Team 1 Credit Union | CD | 256,232 | 256,232 | - | 3/2/18 | 1.35% |
| 982 | Credit Union One | CD | 258,893 | 259,873 | 980 | 2/25/18 | 1.50% |
| 119 | Honor Bank (Purchased from General 5/5/15) | CD | 252,513 | 252,513 | - | 11/28/19 | 2.02% |
| 40 | Lake Michigan Credit Union | CD | 254,671 | 255,357 | 687 | 8/11/17 | 1.40% |
| Total Unrestricted Funds - Available for Spending | | | 7,049,091 | 7,168,862 | 119,084 | | |

| Restricted Funds | | | Current Month | Current Month | Difference | Date |
|--|-----------------------------------|----------|-------------------|-------------------|------------------|-----------------|
| 7118 | Park Fund | Checking | 743,764 | 763,305 | 19,541 | N/A |
| 7118 | Roads | Checking | 550,903 | 550,902 | (1) | N/A |
| 8728 | Fire Fund | Checking | 152,862 | 166,598 | 13,736 | N/A |
| 4654 | Fire Fund Managed | Invest | 778,700 | 784,078 | 5,378 | N/A |
| 7134 | Receiving Fund | Checking | 3,908,817 | 4,325,703 | 416,885 | N/A |
| 6025 | Chemical Receiving Fund CD | CD | 1,003,692 | 1,006,989 | 3,297 | 6/22/20 1.30% |
| 4662 | Receiving Fund Managed | Invest | 7,634,853 | 7,667,652 | 32,799 | N/A |
| 7940 | DPW Fund Managed | Invest | 109,059 | 108,983 | (76) | N/A |
| 7126 | Tax Fund | Checking | 20,011 | 1,446,294 | 1,426,283 | N/A |
| 4750 | General Employee Flex | Checking | 5,074 | 4,853 | (221) | N/A |
| 3734 | Retirement Rec Fund | Checking | 86,670 | 85,615 | (1,055) | N/A |
| 2343 | Insurance Funding | Checking | 375,887 | 373,962 | (1,925) | N/A |
| 8681 | Trust & Agency | Checking | 207,975 | 88,399 | (119,576) | N/A |
| 1111 | Special Lights | Checking | 27,716 | 27,716 | - | N/A |
| 3801 | Special Milfoil/Water/Sewer/Roads | Checking | 32,854 | 52,357 | 19,502 | N/A |
| Total Restricted Funds - Restricted Use | | | 15,638,837 | 17,453,405 | 1,814,568 | Increase |

TOTAL \$ 22,687,928 \$ 24,622,267 \$ 1,933,653 *

SUMMARY OF QUARTER

* General Fund Checking - Decrease due to 1 million transfer to the General Managed Fund for higher yielding account.

* Tax Fund - Cleared out sent money to Taxing Authorities

Respectfully Submitted:

Jeanne Blood Law 10/1/17

Jeanne Blood Law, Treasurer

Clerk's Report

For October 31, 2017

Submitted 11/08/17

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 October in the General Fund, you will find that we had a total of \$26,750.27 Revenues and \$200,749.14 Expenditures. For the year we have a total of \$3,457,831.96 Revenues and \$2,363,768.70 Expenditures.

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

Lanie McManus

Township Clerk

| GL NUMBER | DESCRIPTION | 2017 | | YTD BALANCE 10/31/2017 | ACTIVITY FOR MONTH 10/31/2017 | AVAILABLE BALANCE |
|------------------------------------|---------------------------------|--------------------|------------------------|---------------------------|-------------------------------------|----------------------|
| | | ORIGINAL BUDGET | 2017 AMENDED BUDGET | | | |
| Fund 101 - GENERAL OPERATING FUND | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 101-000-403.000 | CURRENT REAL PROPERTY TAXES | 1,669,231.96 | 1,669,231.96 | 1,388,085.94 | (8,374.15) | 281,146.02 |
| 101-000-407.000 | DEL PERSONAL PROP TAXES | 0.00 | 0.00 | 378.19 | 0.00 | (378.19) |
| 101-000-414.000 | Protested R/E Interest | 0.00 | 0.00 | 907.88 | 0.00 | (907.88) |
| 101-000-423.000 | TRAILER PARK FEES | 6,000.00 | 6,000.00 | 6,320.50 | 646.00 | (320.50) |
| 101-000-445.000 | PENALTIES & INT. ON TAXES | 5,000.00 | 5,000.00 | 3,699.78 | 0.00 | 1,300.22 |
| 101-000-476.000 | BUILDING PERMITS | 175,000.00 | 175,000.00 | 190,318.00 | 16,443.00 | (15,318.00) |
| 101-000-476.001 | PLANNING FEES | 6,000.00 | 6,000.00 | 11,850.00 | 2,150.00 | (5,850.00) |
| 101-000-476.002 | MAINT INSPECTION FEES | 500.00 | 500.00 | 1,320.00 | 0.00 | (820.00) |
| 101-000-476.003 | TREASURER FEES | 500.00 | 500.00 | 375.00 | 0.00 | 125.00 |
| 101-000-476.004 | PARK USE FEES | 2,500.00 | 2,500.00 | 2,520.00 | 40.00 | (20.00) |
| 101-000-476.005 | ZONING FEES | 22,000.00 | 22,000.00 | 24,510.00 | 2,030.00 | (2,510.00) |
| 101-000-574.000 | STATE SHARED REVENUE | 1,200,000.00 | 1,200,000.00 | 1,089,767.00 | 0.00 | 110,233.00 |
| 101-000-574.001 | STATE SHARED REV. - LIQUOR LA | 19,000.00 | 19,000.00 | 20,859.85 | 0.00 | (1,859.85) |
| 101-000-575.000 | Road Right of Way | 20,000.00 | 20,000.00 | 19,914.57 | 7,413.62 | 85.43 |
| 101-000-612.000 | CHARGES FOR TOWNSHIP SERVICES | 7,000.00 | 7,000.00 | 7,560.17 | 184.60 | (560.17) |
| 101-000-627.000 | TAX COLLECTION FEES | 22,000.00 | 22,000.00 | 22,250.00 | 0.00 | (250.00) |
| 101-000-656.000 | Ordinance Enforcement Fees | 500.00 | 500.00 | 855.02 | 0.00 | (355.02) |
| 101-000-664.000 | EARNED INTEREST | 25,000.00 | 25,000.00 | 44,450.29 | 5,538.10 | (19,450.29) |
| 101-000-668.002 | RENTS & ROYALTIES CABLE VIS | 260,000.00 | 260,000.00 | 203,686.83 | 0.00 | 56,313.17 |
| 101-000-668.003 | RENTS & ROYALTIES CABLE EQUIP | 17,000.00 | 17,000.00 | 12,720.60 | 0.00 | 4,279.40 |
| 101-000-670.000 | UNREALIZED LOSS ON INVESTMENT | 0.00 | 0.00 | 9,277.70 | 0.00 | (9,277.70) |
| 101-000-673.000 | SALE OF FIXED ASSETS | 100.00 | 100.00 | 0.00 | 0.00 | 100.00 |
| 101-000-676.000 | REIMBURSEMENTS | 0.00 | 0.00 | 21,247.01 | 679.10 | (21,247.01) |
| 101-000-676.001 | Reimbursed Treasurer Legal Fees | 500.00 | 500.00 | 716.62 | 0.00 | (216.62) |
| Total Dept 000 | | 3,457,831.96 | 3,457,831.96 | 3,083,590.95 | 26,750.27 | 374,241.01 |
| TOTAL REVENUES | | 3,457,831.96 | 3,457,831.96 | 3,083,590.95 | 26,750.27 | 374,241.01 |
| Fund 101 - GENERAL OPERATING FUND: | | | | | | |
| TOTAL REVENUES | | 3,457,831.96 | 3,457,831.96 | 3,083,590.95 | 26,750.27 | 374,241.01 |

| GL NUMBER | DESCRIPTION | 2017 ORIGINAL BUDGET | 2017 AMENDED BUDGET | YTD BALANCE 10/31/2017 | ACTIVITY FOR MONTH 10/31/17 | AVAILABLE BALANCE | % BDGT USED |
|---|-------------------------------|----------------------|---------------------|------------------------|-----------------------------|-------------------|--------------|
| Fund 101 - GENERAL OPERATING FUND | | | | | | | |
| Expenditures | | | | | | | |
| Dept 101-TOWNBOARD | | | | | | | |
| 101-101-701.100 | WAGES - TRUSTEE | 12,000.00 | 12,000.00 | 7,750.00 | 850.00 | 4,250.00 | 64.58 |
| 101-101-701.101 | WAGES - FILE CLERK | 12,000.00 | 12,000.00 | 12,470.02 | 1,616.64 | (470.02) | 103.92 |
| 101-101-701.102 | WAGES - TRUSTEE | 12,000.00 | 12,000.00 | 10,200.00 | 1,350.00 | 1,800.00 | 85.00 |
| 101-101-701.103 | WAGES - TRUSTEE | 12,000.00 | 12,000.00 | 7,400.00 | 950.00 | 4,600.00 | 61.67 |
| 101-101-701.104 | WAGES - TRUSTEE | 12,000.00 | 12,000.00 | 7,650.00 | 850.00 | 4,350.00 | 63.75 |
| 101-101-701.105 | WAGES - OFFICE COORDINATOR | 37,648.00 | 37,648.00 | 32,515.00 | 5,003.00 | 5,133.00 | 86.37 |
| 101-101-701.106 | WAGES - RECEPTIONIST | 25,975.40 | 25,975.40 | 16,432.39 | 0.00 | 9,543.01 | 63.26 |
| 101-101-726.000 | SUPPLIES | 5,000.00 | 5,000.00 | 4,456.48 | 1,444.91 | 543.52 | 89.13 |
| 101-101-726.001 | POSTAGE | 15,000.00 | 15,000.00 | 5,609.74 | 413.91 | 9,390.26 | 37.40 |
| 101-101-726.002 | SUPPLIES - COPIER MAINTENANCE | 7,500.00 | 7,500.00 | 3,288.88 | 0.00 | 4,211.12 | 43.85 |
| 101-101-801.002 | LEGAL SERVICES - TOWNBOARD | 15,000.00 | 15,000.00 | 7,119.19 | 1,866.15 | 7,880.81 | 47.46 |
| 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 | 15,069.00 | 0.00 | 1,431.00 | 91.33 |
| 101-101-805.000 | CONTRACTED AND OTHER SERVICES | 5,000.00 | 5,000.00 | 18,565.25 | 14,054.50 | (13,565.25) | 371.31 |
| 101-101-860.000 | MILEAGE | 500.00 | 500.00 | 80.25 | 0.00 | 419.75 | 16.05 |
| 101-101-900.000 | PRINTING & PUBLISHING | 3,500.00 | 3,500.00 | 1,323.15 | 0.00 | 2,176.85 | 37.80 |
| 101-101-901.000 | ADVERTISING | 4,000.00 | 4,000.00 | 6,143.44 | 886.90 | (2,143.44) | 153.59 |
| 101-101-960.000 | EDUCATION & TRAINING | 4,000.00 | 4,000.00 | 498.24 | 385.42 | 3,501.76 | 12.46 |
| 101-101-965.101 | DUES & PUBLICATIONS -TOWNBOAR | 2,500.00 | 2,500.00 | 1,448.49 | 0.00 | 1,051.51 | 57.94 |
| 101-101-965.102 | DUES - MICHIGAN TOWNSHIP ASSO | 6,500.00 | 6,500.00 | 5,842.16 | 0.00 | 657.84 | 89.88 |
| Total Dept 101-TOWNBOARD | | 218,623.40 | 218,623.40 | 163,861.68 | 29,671.43 | 54,761.72 | 74.95 |
| Dept 171-TOWNSHIP SUPERVISOR | | | | | | | |
| 101-171-701.201 | WAGES - SUPERVISOR | 71,889.32 | 71,889.32 | 58,064.37 | 5,529.94 | 13,824.95 | 80.77 |
| 101-171-701.202 | WAGES - APPRAISER II | 50,065.56 | 50,065.56 | 19,851.96 | 3,230.40 | 30,213.60 | 39.65 |
| 101-171-701.203 | WAGES - ASSESSMENT CLERK | 11,130.04 | 11,130.04 | 7,182.47 | 0.00 | 3,947.57 | 64.53 |
| 101-171-701.204 | WAGES - APPRAISER III | 50,065.56 | 50,065.56 | 38,532.71 | 3,851.21 | 11,532.85 | 76.96 |
| 101-171-701.205 | WAGES - ASSESSOR | 87,986.49 | 87,986.49 | 71,066.10 | 6,768.20 | 16,920.39 | 80.77 |
| 101-171-726.000 | SUPPLIES | 2,000.00 | 2,000.00 | 790.29 | 73.06 | 1,209.71 | 39.51 |
| 101-171-726.001 | POSTAGE | 3,500.00 | 3,500.00 | 2,881.84 | 0.00 | 618.16 | 82.34 |
| 101-171-805.000 | CONTRACTED AND OTHER SERVICES | 20,000.00 | 20,000.00 | 27,488.14 | 0.00 | (7,488.14) | 137.44 |
| 101-171-860.200 | MILEAGE - SUPERVISOR | 1,000.00 | 1,000.00 | 215.93 | 0.00 | 784.07 | 21.59 |
| 101-171-860.201 | MILEAGE - ASSESSOR | 1,000.00 | 1,000.00 | 432.18 | 0.00 | 567.82 | 43.22 |
| 101-171-900.000 | PRINTING & PUBLISHING | 1,500.00 | 1,500.00 | 816.48 | 0.00 | 683.52 | 54.43 |
| 101-171-901.000 | ADVERTISING | 0.00 | 0.00 | 325.82 | 0.00 | (325.82) | 100.00 |
| 101-171-960.000 | EDUCATION & TRAINING | 6,000.00 | 6,000.00 | 3,138.91 | 212.04 | 2,861.09 | 52.32 |
| 101-171-960.200 | EDUCATION - SUPERVISOR | 1,000.00 | 1,000.00 | 250.00 | 0.00 | 750.00 | 25.00 |
| 101-171-965.000 | DUES & PUBLICATIONS | 1,800.00 | 1,800.00 | 1,320.40 | 0.00 | 479.60 | 73.36 |
| Total Dept 171-TOWNSHIP SUPERVISOR | | 308,936.97 | 308,936.97 | 232,357.60 | 19,664.85 | 76,579.37 | 75.21 |
| Dept 191-ELECTIONS | | | | | | | |
| 101-191-701.000 | WAGES | 20,000.00 | 20,000.00 | 8,023.50 | 0.00 | 11,976.50 | 40.12 |
| 101-191-726.000 | SUPPLIES | 8,000.00 | 8,000.00 | 3,209.71 | 79.28 | 4,790.29 | 40.12 |
| 101-191-726.001 | POSTAGE | 8,500.00 | 8,500.00 | 1,991.57 | 0.00 | 6,508.43 | 23.43 |
| 101-191-860.000 | MILEAGE | 400.00 | 400.00 | 0.00 | 0.00 | 400.00 | 0.00 |
| 101-191-901.000 | ADVERTISING | 400.00 | 400.00 | 73.50 | 0.00 | 326.50 | 18.38 |
| 101-191-935.010 | MACHINE MAINTENANCE | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 |
| 101-191-935.015 | COMPUTER SUPPORT SYSTEMS | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |
| Total Dept 191-ELECTIONS | | 45,300.00 | 45,300.00 | 13,298.28 | 79.28 | 32,001.72 | 29.36 |

2017
 PERIOD ENDI /31/2017

| GL NUMBER | DESCRIPTION | 2017 ORIGINAL BUDGET | 2017 AMENDED BUDGET | YTD BALANCE 10/31/2017 | ACTIVITY FOR MONTH 10/31/17 | AVAILABLE BALANCE | % BDGT USED |
|--|----------------------------|----------------------|---------------------|------------------------|-----------------------------|-------------------|--------------|
| Fund 101 - GENERAL OPERATING FUND | | | | | | | |
| Expenditures | | | | | | | |
| Dept 215-TOWNSHIP CLERK | | | | | | | |
| 101-215-701.300 | WAGES - CLERK | 71,889.32 | 71,889.32 | 58,064.37 | 5,529.94 | 13,824.95 | 80.77 |
| 101-215-701.302 | WAGES - DEPUTY CLERK | 40,804.00 | 40,804.00 | 32,956.98 | 3,138.76 | 7,847.02 | 80.77 |
| 101-215-701.303 | WAGES - ACCOUNTANT | 6,000.00 | 6,000.00 | 615.00 | 0.00 | 5,385.00 | 10.25 |
| 101-215-726.000 | SUPPLIES | 1,000.00 | 1,000.00 | 825.42 | 0.00 | 174.58 | 82.54 |
| 101-215-860.300 | MILEAGE - CLERK | 400.00 | 400.00 | 0.00 | 0.00 | 400.00 | 0.00 |
| 101-215-860.301 | MILEAGE - DEPUTY CLERK | 400.00 | 400.00 | 0.00 | 0.00 | 400.00 | 0.00 |
| 101-215-956.016 | MISCELLANEOUS | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 101-215-960.000 | EDUCATION & TRAINING | 6,000.00 | 6,000.00 | 4,568.08 | 146.10 | 1,431.92 | 76.13 |
| 101-215-965.000 | DUES & PUBLICATIONS | 700.00 | 700.00 | 310.00 | 0.00 | 390.00 | 44.29 |
| Total Dept 215-TOWNSHIP CLERK | | 127,693.32 | 127,693.32 | 97,339.85 | 8,814.80 | 30,353.47 | 76.23 |
| Dept 247-BOARD OF REVIEW | | | | | | | |
| 101-247-701.400 | WAGES - B OF R | 1,500.00 | 1,500.00 | 600.00 | 0.00 | 900.00 | 40.00 |
| 101-247-701.401 | WAGES - B OF R | 1,500.00 | 1,500.00 | 600.00 | 0.00 | 900.00 | 40.00 |
| 101-247-701.402 | WAGES - B OF R | 1,500.00 | 1,500.00 | 500.00 | 0.00 | 1,000.00 | 33.33 |
| 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 | 1,700.00 | 0.00 | 4,500.00 | 27.42 |
| Dept 253-TOWNSHIP TREASURER | | | | | | | |
| 101-253-701.500 | WAGES - TREASURER | 71,889.32 | 71,889.32 | 58,072.56 | 5,530.72 | 13,816.76 | 80.78 |
| 101-253-701.501 | WAGES - ASSISTANT | 7,000.00 | 7,000.00 | 3,568.84 | 0.00 | 3,431.16 | 50.98 |
| 101-253-701.502 | WAGES - DEPUTY TREASURER | 40,804.00 | 40,804.00 | 32,172.30 | 3,138.76 | 8,631.70 | 78.85 |
| 101-253-726.000 | SUPPLIES | 2,500.00 | 2,500.00 | 1,429.27 | 187.10 | 1,070.73 | 57.17 |
| 101-253-726.001 | POSTAGE | 6,000.00 | 6,000.00 | 2,713.28 | 0.00 | 3,286.72 | 45.22 |
| 101-253-801.000 | LEGAL SERVICES | 3,000.00 | 3,000.00 | 800.80 | 0.00 | 2,199.20 | 26.69 |
| 101-253-809.000 | Bank Fees | 300.00 | 300.00 | 25.00 | 0.00 | 275.00 | 8.33 |
| 101-253-860.500 | MILEAGE - TREASURER | 700.00 | 700.00 | 411.96 | 0.00 | 288.04 | 58.85 |
| 101-253-860.501 | MILEAGE - DEPUTY TREASURER | 200.00 | 200.00 | 469.11 | 231.41 | (269.11) | 234.56 |
| 101-253-900.000 | PRINTING & PUBLISHING | 2,000.00 | 2,000.00 | 325.00 | 0.00 | 1,675.00 | 16.25 |
| 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 | 2,078.86 | 122.20 | 2,421.14 | 46.20 |
| 101-253-965.000 | DUES & PUBLICATIONS | 500.00 | 500.00 | 77.00 | 0.00 | 423.00 | 15.40 |
| Total Dept 253-TOWNSHIP TREASURER | | 139,493.32 | 139,493.32 | 102,143.98 | 9,210.19 | 37,349.34 | 73.22 |
| Dept 258-COMPUTER SUPPORT | | | | | | | |
| 101-258-726.000 | SUPPLIES | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 0.00 |
| 101-258-935.015 | COMPUTER SUPPORT SYSTEMS | 22,000.00 | 22,000.00 | 15,837.47 | 0.00 | 6,162.53 | 71.99 |
| 101-258-935.016 | COMPUTER NETWORK | 4,000.00 | 4,000.00 | 750.00 | 75.00 | 3,250.00 | 18.75 |
| Total Dept 258-COMPUTER SUPPORT | | 32,000.00 | 32,000.00 | 16,587.47 | 75.00 | 15,412.53 | 51.84 |
| Dept 265-TOWNSHIP HALL | | | | | | | |
| 101-265-701.011 | Maintenance Wages | 10,000.00 | 10,000.00 | 6,148.00 | 594.50 | 3,852.00 | 61.48 |
| 101-265-726.003 | SUPPLIES-MAINTANCE | 3,500.00 | 3,500.00 | 1,403.08 | 32.97 | 2,096.92 | 40.09 |
| 101-265-850.000 | TELEPHONE | 15,000.00 | 15,000.00 | 12,821.97 | 1,324.89 | 2,178.03 | 85.48 |
| 101-265-920.601 | HEATING / GAS | 12,000.00 | 12,000.00 | 7,282.69 | 65.66 | 4,717.31 | 60.69 |
| 101-265-920.602 | WATER / SEWER | 5,000.00 | 5,000.00 | 4,020.14 | 157.49 | 979.86 | 80.40 |

| GL NUMBER | DESCRIPTION | 2017 ORIGINAL BUDGET | 2017 AMENDED BUDGET | YTD BALANCE 10/31/2017 | ACTIVITY FOR MONTH 10/31/17 | AVAILABLE BALANCE | % BDDT USED |
|---|-------------------------------|----------------------|---------------------|------------------------|-----------------------------|-------------------|--------------|
| Fund 101 - GENERAL OPERATING FUND | | | | | | | |
| Expenditures | | | | | | | |
| 101-265-920.603 | LIGHTS BUILDING | 13,500.00 | 13,500.00 | 10,519.63 | 1,188.03 | 2,980.37 | 77.92 |
| 101-265-935.601 | SNOW PLOWING | 10,000.00 | 10,000.00 | 1,635.00 | 0.00 | 8,365.00 | 16.35 |
| 101-265-935.602 | LAWN MAINTENANCE | 10,000.00 | 10,000.00 | 5,793.64 | 505.00 | 4,206.36 | 57.94 |
| 101-265-935.603 | CLEANING SERVICE | 15,000.00 | 15,000.00 | 10,350.00 | 1,150.00 | 4,650.00 | 69.00 |
| 101-265-935.604 | RUBBISH REMOVAL | 1,000.00 | 1,000.00 | 790.00 | 79.00 | 210.00 | 79.00 |
| 101-265-935.605 | BUILDING REPAIR | 50,000.00 | 50,000.00 | 25,260.00 | 260.00 | 24,740.00 | 50.52 |
| 101-265-935.606 | ELECTRONIC PROTECTION SYSTEM | 1,500.00 | 1,500.00 | 1,419.00 | 354.75 | 81.00 | 94.60 |
| 101-265-935.608 | MAINTENANCE-OTHER | 15,000.00 | 15,000.00 | 11,067.02 | 966.80 | 3,932.98 | 73.78 |
| Total Dept 265-TOWNSHIP HALL | | 161,500.00 | 161,500.00 | 98,510.17 | 6,679.09 | 62,989.83 | 61.00 |
| Dept 301-POLICE SERVICES | | | | | | | |
| 101-301-830.000 | POLICE CONTRACT | 1,025,365.00 | 1,025,365.00 | 746,220.00 | 0.00 | 279,145.00 | 72.78 |
| Total Dept 301-POLICE SERVICES | | 1,025,365.00 | 1,025,365.00 | 746,220.00 | 0.00 | 279,145.00 | 72.78 |
| Dept 371-TOWNSHIP BUILDING INSPECTOR | | | | | | | |
| 101-371-701.703 | WAGES - BUILDING | 66,600.41 | 66,600.41 | 53,792.55 | 5,123.10 | 12,807.86 | 80.77 |
| 101-371-701.704 | WAGES - BUILDING | 22,000.00 | 22,000.00 | 13,900.16 | 1,439.25 | 8,099.84 | 63.18 |
| 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 | 937.26 | 270.28 | 62.74 | 93.73 |
| 101-371-960.000 | EDUCATION & TRAINING | 1,000.00 | 1,000.00 | 440.00 | 0.00 | 560.00 | 44.00 |
| 101-371-965.000 | DUES & PUBLICATIONS | 700.00 | 700.00 | 1,009.15 | 74.20 | (309.15) | 144.16 |
| Total Dept 371-TOWNSHIP BUILDING INSPECTOR | | 92,300.41 | 92,300.41 | 70,079.12 | 6,906.83 | 22,221.29 | 75.93 |
| Dept 400-PLANNING COMMISSION | | | | | | | |
| 101-400-701.800 | WAGES - PLANNING | 2,200.00 | 2,200.00 | 1,300.00 | 200.00 | 900.00 | 59.09 |
| 101-400-701.801 | WAGES - PLANNING | 2,200.00 | 2,200.00 | 800.00 | 200.00 | 1,400.00 | 36.36 |
| 101-400-701.802 | WAGES - PLANNING | 2,200.00 | 2,200.00 | 1,400.00 | 200.00 | 800.00 | 63.64 |
| 101-400-701.804 | WAGES - PLANNING | 2,200.00 | 2,200.00 | 1,200.00 | 200.00 | 1,000.00 | 54.55 |
| 101-400-701.805 | WAGES - PLANNING | 2,200.00 | 2,200.00 | 1,400.00 | 200.00 | 800.00 | 63.64 |
| 101-400-701.806 | WAGES - PLANNING | 2,200.00 | 2,200.00 | 1,300.00 | 200.00 | 900.00 | 59.09 |
| 101-400-701.808 | WAGES - PLANNING | 2,200.00 | 2,200.00 | 1,400.00 | 200.00 | 800.00 | 63.64 |
| 101-400-801.000 | LEGAL SERVICES | 20,000.00 | 20,000.00 | 35.80 | 0.00 | 19,964.20 | 0.18 |
| 101-400-805.000 | CONTRACTED AND OTHER SERVICES | 6,000.00 | 6,000.00 | 984.25 | 158.50 | 5,015.75 | 16.40 |
| 101-400-900.000 | PRINTING & PUBLISHING | 1,000.00 | 1,000.00 | 306.18 | 0.00 | 693.82 | 30.62 |
| 101-400-901.000 | ADVERTISING | 2,000.00 | 2,000.00 | 1,028.00 | 123.75 | 972.00 | 51.40 |
| 101-400-960.000 | EDUCATION & TRAINING | 2,000.00 | 2,000.00 | 260.00 | 0.00 | 1,740.00 | 13.00 |
| 101-400-965.000 | DUES & PUBLICATIONS | 500.00 | 500.00 | 340.00 | 340.00 | 160.00 | 68.00 |
| Total Dept 400-PLANNING COMMISSION | | 46,900.00 | 46,900.00 | 11,754.23 | 2,022.25 | 35,145.77 | 25.06 |
| Dept 401-TOWNSHIP PLANNER | | | | | | | |
| 101-401-701.900 | WAGES - PLANNER | 68,334.91 | 68,334.91 | 55,193.67 | 5,256.54 | 13,141.24 | 80.77 |
| 101-401-701.901 | WAGES - DEPUTY PLANNER | 52,148.16 | 52,148.16 | 27,332.52 | 3,870.41 | 24,815.64 | 52.41 |
| 101-401-726.000 | SUPPLIES | 1,000.00 | 1,000.00 | 166.81 | 23.92 | 833.19 | 16.68 |
| 101-401-860.900 | MILEAGE - TOWNSHIP PLANNER | 150.00 | 150.00 | 110.75 | 110.75 | 39.25 | 73.83 |
| 101-401-860.901 | MILEAGE - DEPUTY PLANNER | 150.00 | 150.00 | 125.74 | 119.85 | 24.26 | 83.83 |
| 101-401-900.000 | PRINTING & PUBLISHING | 2,000.00 | 2,000.00 | 510.44 | 0.00 | 1,489.56 | 25.52 |
| 101-401-960.000 | EDUCATION & TRAINING | 4,500.00 | 4,500.00 | 2,632.59 | 1,754.19 | 1,867.41 | 58.50 |
| 101-401-965.000 | DUES & PUBLICATIONS | 1,000.00 | 1,000.00 | 595.00 | 0.00 | 405.00 | 59.50 |

2017
 ORIGINAL BUDGET 2017
 AMENDED BUDGET

PERIOD ENDI /31/2017

ACTIVITY FOR MONTH 10/31/17

| GL NUMBER | DESCRIPTION | ORIGINAL BUDGET | AMENDED BUDGET | 2017 BUDGET | YTD BALANCE 10/31/2017 | AVAILABLE BALANCE | % BDTG USED |
|-----------|-------------|-----------------|----------------|-------------|------------------------|-------------------|-------------|
|-----------|-------------|-----------------|----------------|-------------|------------------------|-------------------|-------------|

Fund 101 - GENERAL OPERATING FUND Expenditures

| | | | | | | | |
|--|-------------------------------|------------|------------|-----------|-----------|-----------|-------|
| Total Dept 401-TOWNSHIP PLANNER | | 129,283.07 | 129,283.07 | 86,667.52 | 11,135.66 | 42,615.55 | 67.04 |
| Dept 410-ZONING BOARD OF APPEALS | | | | | | | |
| 101-410-701.001 | WAGES - ZONING | 1,200.00 | 1,200.00 | 200.00 | 100.00 | 1,000.00 | 16.67 |
| 101-410-701.002 | WAGES - ZONING | 1,200.00 | 1,200.00 | 300.00 | 100.00 | 900.00 | 25.00 |
| 101-410-701.003 | WAGES - ZONING | 1,200.00 | 1,200.00 | 300.00 | 100.00 | 900.00 | 25.00 |
| 101-410-701.004 | WAGES - ZONING | 1,200.00 | 1,200.00 | 200.00 | 100.00 | 1,000.00 | 16.67 |
| 101-410-701.005 | WAGES - ZONING | 1,200.00 | 1,200.00 | 300.00 | 100.00 | 900.00 | 25.00 |
| 101-410-801.000 | LEGAL SERVICES | 10,000.00 | 10,000.00 | 5,832.30 | 0.00 | 4,167.70 | 58.32 |
| 101-410-805.000 | CONTRACTED AND OTHER SERVICES | 1,000.00 | 1,000.00 | 237.00 | 72.00 | 763.00 | 23.70 |
| 101-410-901.000 | ADVERTISING | 2,000.00 | 2,000.00 | 1,543.75 | 121.00 | 456.25 | 77.19 |
| 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 | 8,913.05 | 693.00 | 11,086.95 | 44.57 |

Dept 412-ZONING ADMINISTRATOR

| | | | | | | | |
|---|------------------------|-----------|-----------|-----------|----------|-----------|-------|
| Total Dept 412-ZONING ADMINISTRATOR | | 67,785.00 | 67,785.00 | 52,230.96 | 5,070.43 | 15,554.04 | 77.05 |
| Dept 448-STREET LIGHTS - TOWNSHIP | | | | | | | |
| 101-448-920.005 | STREET LIGHTS TOWNSHIP | 92,000.00 | 92,000.00 | 59,649.02 | 6,645.69 | 32,350.98 | 64.84 |
| Total Dept 448-STREET LIGHTS - TOWNSHIP | | 92,000.00 | 92,000.00 | 59,649.02 | 6,645.69 | 32,350.98 | 64.84 |

Dept 747-COMMUNITY PROMOTIONS

| | | | | | | | |
|-------------------------------------|------------------|------------|------------|------------|-----------|-----------|-------|
| Total Dept 747-COMMUNITY PROMOTIONS | | 163,500.00 | 163,500.00 | 119,661.78 | 23,845.58 | 43,838.22 | 73.19 |
| Dept 806-TOWNSHIP VEHICLES | | | | | | | |
| 101-806-862.000 | GAS & CAR WASHES | 4,000.00 | 4,000.00 | 1,112.57 | 0.00 | 2,887.43 | 27.81 |
| 101-806-863.000 | OIL CHANGES | 500.00 | 500.00 | 53.95 | 0.00 | 446.05 | 10.79 |
| 101-806-864.000 | MISCELLANEOUS | 3,500.00 | 3,500.00 | 182.99 | 0.00 | 3,317.01 | 5.23 |
| Total Dept 806-TOWNSHIP VEHICLES | | 8,000.00 | 8,000.00 | 1,349.51 | 0.00 | 6,650.49 | 16.87 |

Dept 747-COMMUNITY PROMOTIONS

| | | | | | | | |
|-------------------------------------|-------------------------------|------------|------------|------------|-----------|------------|--------|
| Total Dept 747-COMMUNITY PROMOTIONS | | 163,500.00 | 163,500.00 | 119,661.78 | 23,845.58 | 43,838.22 | 73.19 |
| Dept 747-880.003 | COM. PROM. - TRAVERSE BAY EDC | 15,000.00 | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 100.00 |
| 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 | 4,147.62 | 0.00 | 15,852.38 | 20.74 |
| 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. | 95,000.00 | 95,000.00 | 96,149.16 | 23,845.58 | (1,149.16) | 101.21 |
| 101-747-880.017 | COM. PROM. - TV BOARD | 2,500.00 | 2,500.00 | 1,365.00 | 0.00 | 1,135.00 | 54.60 |
| 101-747-880.018 | COM. PROM. - MILFOIL | 8,000.00 | 8,000.00 | 0.00 | 0.00 | 8,000.00 | 0.00 |

PERIOD ENDI /31/2017

| GL NUMBER | DESCRIPTION | 2017 ORIGINAL BUDGET | 2017 AMENDED BUDGET | YTD BALANCE 10/31/2017 | ACTIVITY FOR MONTH 10/31/17 | AVAILABLE BALANCE | % BDGT USED |
|--|-------------------------------|----------------------|---------------------|------------------------|-----------------------------|-------------------|--------------|
| Fund 101 - GENERAL OPERATING FUND | | | | | | | |
| Expenditures | | | | | | | |
| Dept 851-EMPLOYEE BENEFITS & INSURANCES | | | | | | | |
| 101-851-701.000 | WAGES | 16,000.00 | 16,000.00 | 4,879.96 | 494.00 | 11,120.04 | 30.50 |
| 101-851-873.001 | John Hancock 403B | 90,000.00 | 90,000.00 | 76,666.35 | 0.00 | 13,333.65 | 85.18 |
| 101-851-873.010 | SOCIAL SECURITY - EMPLOYER | 80,000.00 | 80,000.00 | 53,166.84 | 5,378.20 | 26,833.16 | 66.46 |
| 101-851-873.020 | VACATION & PERSONAL PAYOUT | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |
| 101-851-873.030 | INSURANCE - EMPLOYEE HEALTH | 250,000.00 | 250,000.00 | 210,614.85 | 15,764.23 | 39,385.15 | 84.25 |
| 101-851-873.040 | INSURANCE - EMPLOYEE LIFE | 9,000.00 | 9,000.00 | 6,677.02 | (106.36) | 2,322.98 | 74.19 |
| 101-851-912.001 | INSURANCE - LIABILITY | 13,000.00 | 13,000.00 | 11,878.00 | 0.00 | 1,122.00 | 91.37 |
| 101-851-912.002 | INSURANCE - WORKMENS COMP. | 7,500.00 | 7,500.00 | 1,695.00 | 0.00 | 5,805.00 | 22.60 |
| Total Dept 851-EMPLOYEE BENEFITS & INSURANCES | | 470,500.00 | 470,500.00 | 365,578.02 | 21,530.07 | 104,921.98 | 77.70 |
| Dept 900-CAPITAL OUTLAY | | | | | | | |
| 101-900-970.001 | CAPITAL OUTLAY - ELECTIONS | 110,000.00 | 110,000.00 | 48,704.99 | 48,704.99 | 61,295.01 | 44.28 |
| 101-900-970.002 | CAPITAL OUTLAY - TOWNSHIP HAL | 40,000.00 | 40,000.00 | 64,466.00 | 0.00 | (24,466.00) | 161.17 |
| 101-900-970.003 | CAPITAL OUTLAY - COMPUTER | 15,000.00 | 15,000.00 | 2,351.00 | 0.00 | 12,649.00 | 15.67 |
| 101-900-970.005 | CAPITAL OUTLAY - LAND | 0.00 | 0.00 | 344.47 | 0.00 | (344.47) | 100.00 |
| Total Dept 900-CAPITAL OUTLAY | | 165,000.00 | 165,000.00 | 115,866.46 | 48,704.99 | 49,133.54 | 70.22 |
| TOTAL EXPENDITURES | | 3,320,380.49 | 3,320,380.49 | 2,363,768.70 | 200,749.14 | 956,611.79 | 71.19 |
| Fund 101 - GENERAL OPERATING FUND: | | | | | | | |
| TOTAL EXPENDITURES | | 3,320,380.49 | 3,320,380.49 | 2,363,768.70 | 200,749.14 | 956,611.79 | 71.19 |

GOOD FAITH OFFER OF JUST COMPENSATION AVIGATION EASEMENT

| | |
|---|------------------------------|
| Parcel Easement No.: 28-05-125-900-00 E 147 | Offer Date: November 3, 2017 |
|---|------------------------------|

Grand Traverse County, Leelanau County, and the Northwestern Regional Airport Commission owners and operator of the Cherry Capital Airport hereinafter referred to as PURCHASER make the following offer to the following property owner(s), hereinafter referred to as SELLER:

Property Owner(s): Charter Township of Garfield
 Address: 3848 Veterans Drive, Traverse City, Michigan 49684
Street City State Zip

Other Interests (specify type): N/A

The PURCHASER desires to acquire an easement and right-of-way for the free and unobstructed passage of aircraft and other property rights as specified in the avigation easement, attached hereto as Attachment A and made a part hereof. This easement is over and across those parts of the SELLER's property which is bounded and described as follows:

(See Attached Attachment B, attached hereto and made a part hereof)

Property address commonly known as: Common Area of Gladwood Place, Traverse City, Michigan 49686

UNITARY OFFER: This is a unitary offer for the full compensation to all persons having an interest in the above described property. If more than one person has an interest in the property, they may agree how to divide the compensation among themselves or they can request that a court decide how to divide any payment among them. **This Offer will expire 30 days after the Offer Date.**

APPRAISAL: The offer is based on an inspection of your property and consideration of an independently prepared appraisal by a qualified competent professional appraiser and is not less than the appraised fair market value of the property.

The value of the avigation easement is an appraised value of the reduction in the fair market value of the whole property as a result of granting the property rights described in the avigation easement. A copy of the Appraisal is included with this Offer. The covenants and agreement given in the avigation easement run with the land until the airport is abandoned and ceases to be used for airport purposes. **The SELLER is advised to review and/or have their attorney review the appraisal, this Offer, and the Avigation Easement.**

IMPROVEMENTS: This Good Faith Offer includes the following inventory of all buildings, fixtures, structures, trees, and other improvements: Applicable Not Applicable

PRICE: The PURCHASER hereby offers the SELLER the sum of **\$7,000.00** to deliver to the PURCHASER an avigation easement clear of any encumbrances and subject only to easements and restrictions of record.

The encumbrances of record to be cleared include the following: None

CLOSING: Closing shall take place following the clearing of any encumbrances and shall take place at the Lighthouse Group, 434 East Front Street, Traverse City, Michigan at a time mutually agreed upon by both PURCHASER and SELLER. At closing, upon receipt of the Price as set forth herein from the PURCHASER, SELLER shall convey to PURCHASER the avigation easement in the form attached hereto as Attachment A. The cost of closing, recording fees, and transfer taxes due on the easement shall be the responsibility of PURCHASER.

ACCESS TO THE PROPERTY: Following Closing, PURCHASER shall have the right to access the property described in Attachment A pursuant to the terms of the avigation easement to remove trees on the property as generally depicted in Attachment C, attached hereto and made a part hereof.

ENTIRE AGREEMENT: This instrument constitutes the entire agreement between the SELLER and the PURCHASER, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated hereunder. This Offer shall inure to the benefit of and bind both parties and their respective agents, representatives, successors and assigns.

PURCHASER (Airport Owner or Designated Agent):



Date: 11/3/2017

The above Good Faith Offer is expressly understood and the terms and conditions are agreed to:

SELLER (PROPERTY OWNER(S)):

DATE:

CONDEMNATION: If the SELLER does not accept the terms of this Good Faith Offer, or if the PURCHASER is unable to agree with the SELLER for the purchase of the property described herein, the PURCHASER may file a complaint for the acquisition of the property in the circuit court in the county in which the property is located in accordance with the provisions of the Uniform Condemnation Procedures Act, MCL 213.51 et seq. The complaint shall ask the court to ascertain and determine just compensation for the acquisition of the described property. If the SELLER's review of the appraisal leads them to conclude that the PURCHASER has not included or fully included items of compensable property or damage for which the SELLER intends to claim a right to just compensation, the SELLER must file written claim with the PURCHASER within 90 days after receipt of this Good Faith Offer or 60 days after any condemnation lawsuit is filed, whichever is later.

COST RECOVERY: The PURCHASER hereby waives its rights to bring federal or state cost recovery actions against the present owners of the property arising out of a release of hazardous substances at the property.

ATTACHMENT A
Avigation Easement

See attached.

AVIGATION EASEMENT

THIS INDENTURE is made this ___ day of _____, 2017 between the Charter Township of Garfield, a Michigan charter township, of 3848 Veterans Drive, Traverse City, Michigan 49684 (“GRANTOR”), and Grand Traverse County, a municipal corporation, and Leelanau County, a municipal corporation, whose addresses are 400 Boardman Avenue, Traverse City, MI 49684 and 8527 E. Government Center Drive, Suttons Bay, MI 49682, respectively both of which are acting through the Northwestern Regional Airport Commission, a Michigan airport commission, of 727 Fly Don’t Drive, Traverse City, MI 49686 (“GRANTEE”).

WHEREAS, the GRANTEE is the owner and operator of the Cherry Capital Airport (“AIRPORT”), situated in Grand Traverse County, Michigan, and in close proximity to property owned by the GRANTOR; and

WHEREAS, the GRANTEE desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the AIRPORT.

NOW THEREFORE, for and in consideration of the sum of \$ _____ (**Seven Thousand dollars and No cents**), the receipt and sufficiency of which is acknowledged, the GRANTOR conveys and warrants to the GRANTEE, its successors and assigns, for the benefit of the general public at large, an easement for the free, unobstructed passage of aircraft landing upon, taking off from, or maneuvering about the AIRPORT, as legally permitted by state and federal statutes, rules or regulations governing aircraft operations on or near airports, in and through the air space over and across the following property:

See Property Description and drawing dated October 5, 2017 (“EASEMENT PROPERTY”), attached as Attachment A, attached hereto and made a part hereof.

This easement shall terminate at such time that the AIRPORT is no longer used for airport purposes.

In furtherance of the purpose of this easement, the GRANTEE is permitted to:

- (a) keep the air space above the heights described and depicted on Attachment A clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above those heights;
- (b) remove to ground level any or all natural growths which extend on the EASEMENT PROPERTY above the heights described and depicted on Attachment A to the extent such action is reasonably necessary in furtherance of the purpose of this easement. Examples include

situations in which: (i) trimming is unsafe or not reasonably possible, (ii) the species of the tree or other natural growth is too fast growing, or (iii) trimming would have a reasonable probability of killing the tree or other natural growth or causing it to become susceptible to disease;

- (c) remove obstructions from the EASEMENT PROPERTY. Except in cases of imminent danger to health, safety or welfare, the GRANTEE shall provide the GRANTOR at least 20 days advance written notice of its intent to remove any obstruction;
- (d) use the air space above the EASEMENT PROPERTY for any and all activities that are inherent in the operation of aircraft. Said operation of aircraft includes landing at, taking off from, or operating on or near the AIRPORT; and
- (e) access the EASEMENT PROPERTY for the purpose of doing anything necessary, useful or convenient for the enjoyment of this easement and do anything necessary, useful or convenient within the EASEMENT PROPERTY which may be necessary, useful or convenient for the full enjoyment of all rights granted herein.

In furtherance of this easement, the GRANTOR covenants, both on its own behalf and on behalf of its successors and assigns, for and during the term of this easement, as follows:

- (1) The GRANTOR shall not construct, erect, suffer to permit or allow any structure, trees, poles, or other obstructions on the surface of the EASEMENT PROPERTY that extends above the heights described and depicted on Attachment A. Since the GRANTEE shall remove all natural growth from the EASEMENT PROPERTY and return the EASEMENT PROPERTY to a clear, mowable condition within one year following the execution of this easement, any future removal or trimming of obstructions, including structures, trees, shrubs, poles or other obstructions shall be at GRANTOR's expense. In the event that the GRANTEE is required to exercise its rights of removal or trimmings as set forth above following the initial removal of natural vegetation following execution of this easement, GRANTOR shall reimburse GRANTEE for all costs and expenses associated with the removal or trimming.
- (2) The GRANTOR shall not promote any activity on the EASEMENT PROPERTY that is incompatible with the purpose of this easement.
- (3) The GRANTOR shall not cause to be located in the EASEMENT PROPERTY any device that will create electrical interference with radio communication between the installation upon the AIRPORT and aircraft, or impair visibility in the vicinity of the AIRPORT, or otherwise to endanger the landing, taking-off or maneuvering of aircraft.
- (4) The GRANTOR shall not use the EASEMENT PROPERTY for any use that would be incompatible with the operation of the AIRPORT including the following: landfills, open dumps, waste disposal sites, storm water retention ponds, creation of new wetlands, planting of crops that would attract or sustain hazardous bird movements, or any use that would be

incompatible with the operation of the AIRPORT.

This easement shall be binding on GRANTOR, its successors or assigns and shall run with the EASEMENT PROPERTY in perpetuity, is in gross for the benefit of the public and may be assigned or transferred by the GRANTEE in whole or in part to another public entity. Non-use or limited use of the easement herein granted shall not cause a termination of any of the rights granted hereunder.

SIGNED THIS _____ DAY OF _____, 2017.

* * Signatures on Next Page * *

PRINTED NAME

SIGNATURE

THE CHARTER TOWNSHIP OF GARFIELD

Chuck Korn

(L.S.)

Lanie McManus

(L.S.)

STATE OF MICHIGAN

COUNTY OF _____

On this _____ day of _____, 2017, before me, a Notary Public, in and for said County, personally appeared Chuck Korn, Supervisor and Lanie McManus, Clerk for the Charter Township of Garfield to me known to be the same person(s) described in, and who executed the within instrument.

Notary Public

_____ County, Michigan

Acting in _____ County, Michigan

My Commission Expires: _____

Drafted by (name and address):

Karrie A. Zeits (P60559)
310 W. Front Street, Suite 300
Traverse City, MI 49684
(231)947-0400

When recorded please return to the following address (name and address):

Karrie A. Zeits (P60559)
310 W. Front Street, Suite 300
Traverse City, MI 49684

ATTACHMENT A

(attached hereto)

PARCEL ID:
28-05-125-900-00





PARCEL ACREAGE:
TOTAL ACRES - ± 1.03 AC.
ACRES IN RPZ - ± 0.00 AC.
ACRES REMAINING - ± 1.03 AC

PARCEL DESCRIPTION:
COMMON AREA OF GLADEWOOD PLACE

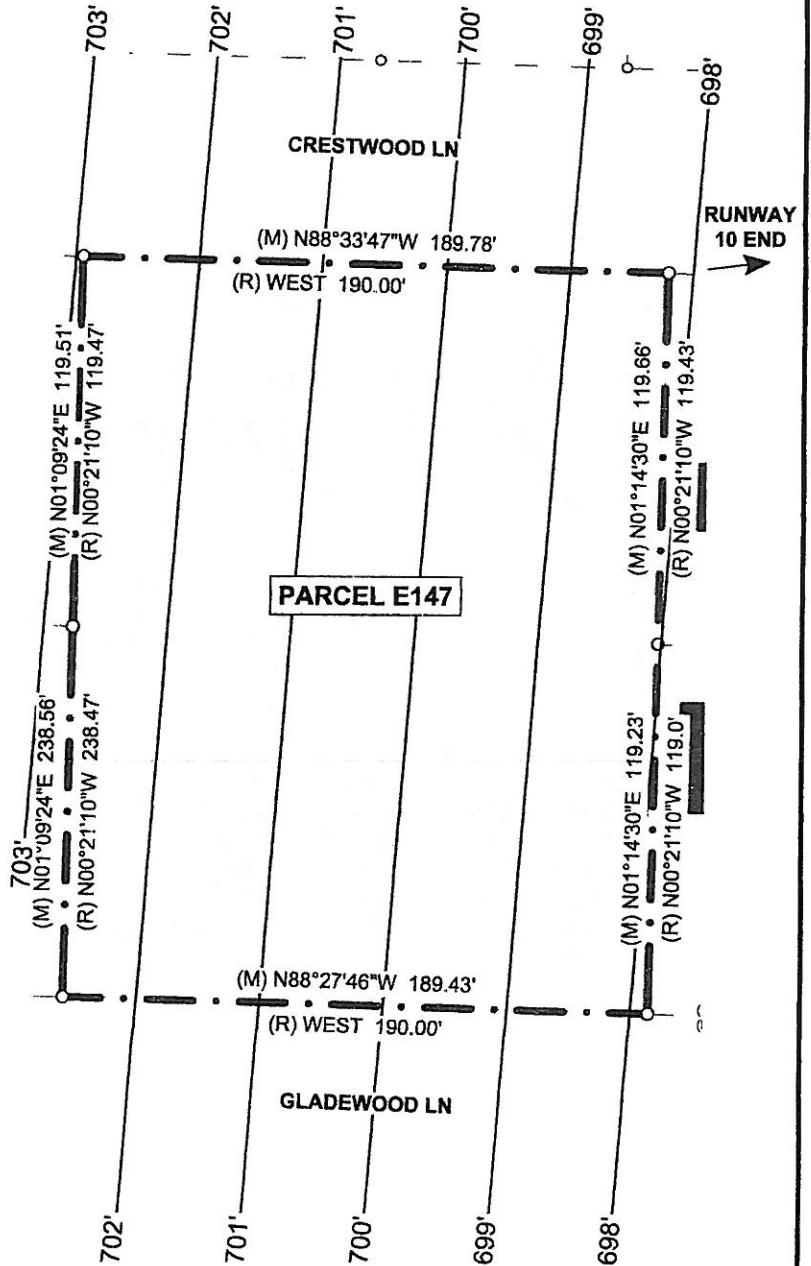
NOTES

1. BASE FIELD SURVEY INFORMATION PROVIDED BY: MAY & ASSOCIATES, INC. (APRIL 2017).
2. VEGETATION WITHIN AVIGATION EASEMENT SHALL BE REMOVED TO CREATE A CLEAR APPROACH SURFACE. PRUNING OR REMOVAL OF NATURAL VEGETATION MAY BE NECESSARY OVER THE LIFETIME OF THE AVIGATION EASEMENT AND IS NOT SPECIFICALLY ILLUSTRATED IN THIS DRAWING.
3. DECISION TO PRUNE, LOWER OR REMOVE NATURAL VEGETATION WILL BE AT THE DISCRETION OF THE AIRPORT OWNER.
4. IF PRUNING OF NATURAL VEGETATION IS CONDUCTED, IT WILL BE AT LEAST 10' BELOW THE ALLOWABLE HEIGHTS TO AVOID YEARLY MAINTENANCE.
5. RUNWAY 10 END INFORMATION (RUNWAY LENGTH 7,015 FT):
LATITUDE: N 44° 44' 28.26"
LONGITUDE: W 085° 35' 27.08"
END EL: 623.8' AMSL
6. 'DS' IS DEFINED AS 'DEPARTURE SURFACE'. THE SIZE IS 1000 FT x 6466 FT x 10,200 FT WITH A SLOPE OF 40:1 AND BEGINS AT THE RUNWAY END, CENTERED ON THE EXTENDED RUNWAY CENTERLINE.
7. STRUCTURES LOCATED WITHIN THE AVIGATION EASEMENT ARE EXPECTED TO REMAIN, AS LONG AS THE HIGHEST POINT OF THE STRUCTURE IS BELOW WHAT IS ALLOWED AT ITS LOCATION.

LEGEND

-  PARCEL BOUNDARY
-  PARCEL
-  123' DEPARTURE SURFACE ALLOWABLE HEIGHTS (AMSL)
-  BUILDING
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION

ALL DEPARTURE SURFACE ALLOWABLE HEIGHTS, BUILDING HEIGHTS, AND TREE HEIGHTS, ARE SHOWN ABOVE MEAN SEA LEVEL (AMSL)



Mead Hunt
2605 PORT LANSING ROAD
LANSING, MI 48906
PHONE: 517-321-8334
MEADHUNT.COM

CHERRY CAPITAL AIRPORT
TRAVERSE CITY, MI

EXHIBIT "X"
DEPARTURE SURFACE

PARCEL E147
COMMON AREA

10/05/17

ATTACHMENT B
Property Description

See attached.

PARCEL ID:
28-05-125-900-00


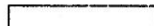


PARCEL ACREAGE:
TOTAL ACRES - ± 1.03 AC.
ACRES IN RPZ - ± 0.00 AC.
ACRES REMAINING - ± 1.03 AC.

PARCEL DESCRIPTION:
COMMON AREA OF GLADEWOOD PLACE

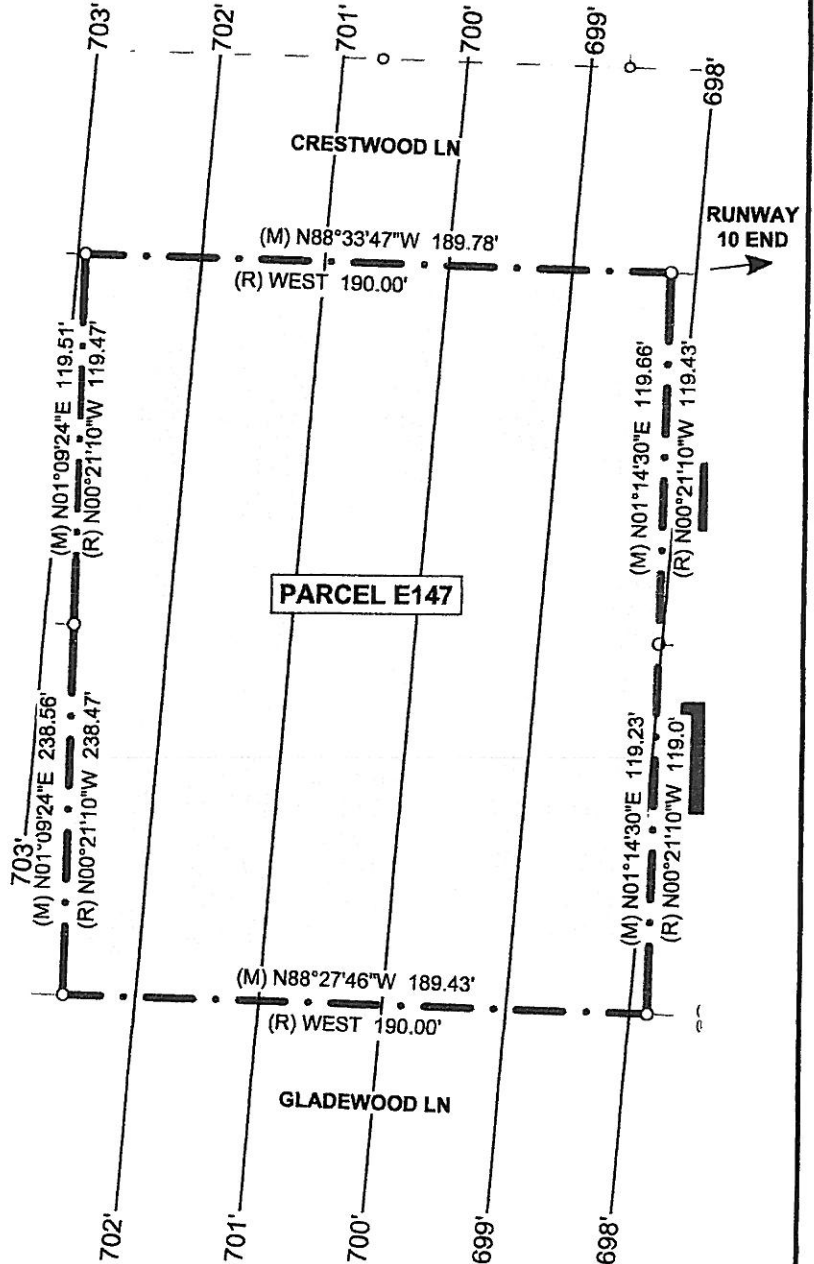
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LATITUDE: N 44° 44' 28.26"
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LEGEND

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-  PARCEL
-  123' DEPARTURE SURFACE ALLOWABLE HEIGHTS (AMSL)
-  BUILDING
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION

ALL DEPARTURE SURFACE ALLOWABLE HEIGHTS, BUILDING HEIGHTS, AND TREE HEIGHTS, ARE SHOWN ABOVE MEAN SEA LEVEL (AMSL)



Mead Hunt
2605 PORT LANSING ROAD
LANSING, MI 48906
PHONE: 517-321-8334
MEADHUNT.COM

CHERRY CAPITAL AIRPORT
TRAVERSE CITY, MI

EXHIBIT "X"
DEPARTURE SURFACE

PARCEL E147
COMMON AREA

10/05/17

ATTACHMENT C

Trees to be removed

ATTACHMENT C

All trees and shrubbery on the property shall be removed, stumps ground and the property shall be graded, topsoiled, and seeded with MDOT Highway Mix "THM", consisting of 30% Kentucky Blue Grass; 20% Perennial Ryegrass; and 50% Creeping Red Fescue.

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

RESOLUTION 2017-26-T

WAIVER OF PENALTIES FOR FAILURE TO FILE
PROPERTY TRANSFER AFFIDAVITS

Whereas, the Charter Township of Garfield is aware that Michigan statute, MCL 211.27a(10) requires the buyer, grantee or other transferee of a property to notify the appropriate assessing office within 45 days when a transfer of ownership occurs, and

Whereas, MCL 211.27a(10) further requires that such notification be made on a form prescribed by the state tax commission, commonly known as a Property Transfer Affidavit (form 2766 or L-4260), and

Whereas, the Township is aware that MCL 211.27b(1)(c) and (d) provides for specific penalties to be levied if the appropriate assessing office is not notified within 45 days, and

Whereas, MCL 211.27b(5) allows the governing body to waive, by resolution, the penalty levied under subsection (1)(c) or (d), and

Whereas, the Garfield Township Assessing Office has procedures in place to notify the buyer, grantee or transferee of a property when the Property Transfer Affidavit has not been filed, and

Whereas, it has been determined by the assessing office that compliance with filing Property Transfer Affidavits is greater than 90 percent, and

Whereas, the Charter Township of Garfield has determined the cost to administer and collect the penalty, then share collected penalties with other taxing jurisdictions outweighs the benefit, and

Whereas, the Township finds the collection of penalties is unnecessary.

Now Therefore Be it Resolved the Board of Trustees of the Charter Township of Garfield, as provided in MCL 211.27b(5), waives the collection of penalties under subsections (1)(c) or (d), and

Also Therefore Be it Resolved that any resolution, policy or directive in conflict with this Resolution is hereby repealed.

Moved:

Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2017-26-T DECLARED ADOPTED.

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 a Resolution which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Dated: _____

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2018 GENERAL FUND BUDGET - RESOLUTION 2017-27-T

WHEREAS, a hearing was held on November 14, 2017 on the General Fund Budget for the fiscal year 2018 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2018 General Fund Budget of the Charter Township of Garfield of \$ 3,689,755.24 revenues and \$ 3,497,434.54 expenditures be approved.

Moved:

Supported:

to approve Resolution 2017-27-T, adopting the 2018 General Fund Budget of \$ 3,689,755.24 revenues and \$ 3,497,434.54 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2017-27-T adopted this 14th day of November, 2017.

Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, certify the above is a true and correct copy of Resolution 2017-27-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2018 FIRE FUND BUDGET - RESOLUTION 2017-28-T

WHEREAS, a hearing was held on November 14, 2017 on the Fire Fund Budget for the fiscal year 2018 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2018 Fire Fund Budget of the Charter Township of Garfield of \$ 1,852,139.00 revenues and \$ 1,852,139.00 expenditures be approved.

Moved:

Supported:

to approve Resolution 2017-28-T, adopting the 2018 Fire Fund Budget of \$ 1,852,139.00 revenues and \$ 1,852,139.00 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2017-28-T adopted this 14th day of November, 2017.

Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, certify the above is a true and correct copy of Resolution 2017-28-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2018 PUBLIC IMPROVEMENT ROAD FUND BUDGET - RESOLUTION 2017-29-T

WHEREAS, a hearing was held on November 14, 2017 on the Fire Fund Budget for the fiscal year 2018 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2018 Public Improvement Road Fund Budget of the Charter Township of Garfield of \$ 58,376.84 revenues and \$ 58,376.84 expenditures be approved.

Moved:

Supported:

to approve Resolution 2017-29-T, adopting the 2018 Public Improvement Road Fund Budget of \$ 58,376.84 revenues and \$ 58,376.84 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2017-29-T adopted this 14th day of November, 2017.

Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, certify the above is a true and correct copy of Resolution 2017-29-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2018 BUDGET STABILIZATION FUND BUDGET - RESOLUTION 2017-30-T

WHEREAS, a hearing was held on November 14, 2017 on the Budget Stabilization Fund Budget for the fiscal year 2018 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2018 Budget Stabilization Fund Budget of the Charter Township of Garfield of \$ 0.00 revenues and \$ 0.00 expenditures be approved.

Moved:

Supported:

to approve Resolution 2017-30-T, adopting the 2018 Budget Stabilization Fund Budget of \$ 0.00 revenues and \$ 0.00 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2017-30-T adopted this 14th day of November, 2017.

Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, certify the above is a true and correct copy of Resolution 2017-30-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2018 DPW FUND BUDGET - RESOLUTION 2017-31-T

WHEREAS, a hearing was held on November 14, 2017 on the DPW Fund Budget for the fiscal year 2018 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2018 DPW Fund Budget of the Charter Township of Garfield of \$ 0.00 revenues and \$ 0.00 expenditures be approved.

Moved:

Supported:

to approve Resolution 2017-31-T, adopting the 2018 DPW Fund Budget of \$ 0.00 revenues and \$0.00 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2017-31-T adopted this 14th day of November, 2017.

Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, certify the above is a true and correct copy of Resolution 2017-31-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2018 PARK SYSTEM FUND BUDGET - RESOLUTION 2017-32-T

WHEREAS, a hearing was held on November 14, 2017 on the Park System Fund Budget for the fiscal year 2018 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2018 Park System Fund Budget of the Charter Township of Garfield of \$ 150,000.00 revenues and \$ 150,000.00 expenditures be approved.

Moved:

Supported:

to approve Resolution 2017-32-T, adopting the 2018 Park System Fund Budget of \$ 150,000.00 revenues and \$ 150,000.00 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2017-32-T adopted this 14th day of November, 2017.

Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, certify the above is a true and correct copy of Resolution 2017-32-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2018 STREET LIGHT FUND BUDGET - RESOLUTION 2017-33-T

WHEREAS, a hearing was held on November 14, 2017 on the Street Light Fund Budget for the fiscal year 2018 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2018 Street Light Fund Budget of the Charter Township of Garfield of \$ 21,248.27 revenues and \$ 21,248.27 expenditures be approved.

Moved:

Supported:

to approve Resolution 2017-33-T, adopting the 2018 Street Light Fund Budget of \$ 21,248.27 revenues and \$ 21,248.27 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2017-33-T adopted this 14th day of November, 2017.

Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, certify the above is a true and correct copy of Resolution 2017-33-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD**2018 SPECIAL ASSESSMENT DISTRICT FUND BUDGET - RESOLUTION 2017-34-T**

WHEREAS, a hearing was held on November 14, 2017 on the Special Assessment District Fund Budget for the fiscal year 2018 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2018 Special Assessment District Fund Budget of the Charter Township of Garfield of \$ 58,952.09 revenues and \$ 58,952.09 expenditures be approved.

Moved:

Supported:

to approve Resolution 2017-34-T, adopting the 2018 Special Assessment District Fund Budget of \$ 58,952.09 revenues and \$ 58,952.09 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2017-34-T adopted this 14th day of November, 2017.

Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, certify the above is a true and correct copy of Resolution 2017-34-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

RESOLUTION # 2017-35-T

RESOLUTION ADOPTING TOWNSHIP CLERK'S SALARY

WHEREAS, according to MCL 41.95(3), the salary of the officers composing the Township Board shall be determined by the Township Board; and

WHEREAS, the Charter Township of Garfield Board deems that an adjustment in the salary of the office of Township Clerk is warranted in consideration of the increase in the cost of living since Township Board Members salaries were last adjusted; and

NOW, THEREFORE, BE IT RESOLVED, that effective as of January 1, 2018, the salary of the office of Township Clerk shall be as follows: \$73,399.69.

Moved: Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2017-35-T DECLARED ADOPTED.

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 a Resolution which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Dated: _____

Lanie McManus, Clerk
Charter Township of Garfield

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

8. k.

RESOLUTION # 2017-36-T

RESOLUTION ADOPTING TOWNSHIP TREASURER'S SALARY

WHEREAS, according to MCL 41.95(3), the salary of the officers composing the Township Board shall be determined by the Township Board; and

WHEREAS, the Charter Township of Garfield Board deems that an adjustment in the salary of the office of Township Treasurer is warranted in consideration of the increase in the cost of living since Township Board Members salaries were last adjusted; and

NOW, THEREFORE, BE IT RESOLVED, that effective as of January 1, 2019, the salary of the office of Township Treasurer shall be as follows: \$73,399.69.

Moved: Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2017-36-T DECLARED ADOPTED.

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 a Resolution which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Dated: _____

Lanie McManus, Clerk
Charter Township of Garfield

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

RESOLUTION # 2017-37-T

RESOLUTION ADOPTING TOWNSHIP SUPERVISOR'S SALARY

WHEREAS, according to MCL 41.95(3), the salary of the officers composing the Township Board shall be determined by the Township Board; and

WHEREAS, the Charter Township of Garfield Board deems that an adjustment in the salary of the office of Township Supervisor is warranted in consideration of the increase in the cost of living since Township Board Members salaries were last adjusted; and

NOW, THEREFORE, BE IT RESOLVED, that effective as of January 1, 2018, the salary of the office of Township Supervisor shall be as follows: \$73,399.69.

Moved: Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2017-37-T DECLARED ADOPTED.


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 a Resolution which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of November, 2017.

Dated: _____

Lanie McManus, Clerk
Charter Township of Garfield

| | | | |
|--|------------------------|--------------|--------------------------|
|  Charter Township of Garfield Planning Department Report No. 2017- 111 | | | |
| Prepared: | November 7, 2017 | Pages: | 1 of 3 |
| Meeting: | November 14, 2017 | Attachments: | <input type="checkbox"/> |
| Subject: | BVNP Bid Consideration | | |

INTRODUCTION

The purpose of this report is to provide the Township Board with an overview of the Boardman Valley Nature Preserve project and to request that the Board accept and award bids for spring construction.

GRANT HISTORY

April 2015 - Application was submitted to MDNRTF for a 50/50 grant to improve the Boardman Valley Nature Preserve (Boardman YMCA area) including the demolition and reconstruction of the Pickelball Courts, installation of an ADA compliant boat launch, construction of a parking area, installation of toilets and construction of sidewalks.

December 2015 - Awarded \$100,000 with \$100,000 match towards the project.

August 2016 - An RFP was advertised for the design and engineering of the project.

October 2016 - Prein & Newhof (P&N) was awarded the project for conceptual design.

March 2017 - The conceptual plan was reviewed by the Parks and Recreation Commission (PRC).

April 2017 - PRC recommended that the Board extend P&N's contract to include bid services

April 2017 - The Township Board based on the PRC's recommendation approved the P&N's contract for bid services.

April 2017 - Bid Opening #1 - Spring 2017 Construction

Only one complete bid was received by Elmers Excavating in the amount of \$349,995, which was not accepted. **Please note:** MDNRTF Grants require a minimum of 3 bids for project consideration.

July 2017 - Due to the lack of bids, the Township Board again contracted with P&N to prepare bids, however the bid packets were divided into five separate bid packages in an attempt to attract additional bids.

Garfield Township Planning Department

September 2017 - Bid opening #2 - Fall 2017 Construction

Bid Pack #1- Pickleball Courts – Bids incomplete - NONE ACCEPTED

Bid Pack #2- Concrete - (1) bid from Inhabitect - Bid incomplete - NOT ACCEPTED

Bid Pack #3 – Earthwork & Misc – Bid Incomplete - NOT ACCEPTED.

Bid Pack #4 – Site Restoration – (2) complete bids received – Low bid from G&J Site Solutions for \$18,360.00 - BID ACCEPTABLE with waiver from State.

Bid Pack #5 – Kayak Launch – (2) complete bids – Low bid from Michigan Lake Products for \$ 37,100.82 - BID ACCEPTABLE with waiver from State.

Following the September bid opening, Prein Newhof contacted the MDNR to inquire if Bid Pack 4 & 5 could be accepted despite not receiving 3 bids. Their response was as follows:

“As we discussed,

- It would be acceptable to approve Michigan Lake Products for the kayak launch. We need the contractor/vendor selection form.
- If you can get G&J Site Solutions to hold their bid for Bid Package #4 Site Restoration (landscape) you can send the contractor/vendor selection form for them as well.
- It appears to be the best option to rebid this in the winter so that you can get complete bids for the rest of the project. The project period ends 4/30/18 so the Township will need to submit an amendment request for a time extension. I recommend doing this closer to April so you know the new schedule.”

October 2017 - Following discussion with the State, Prein Newhof contacted the lowest bidders to discuss their bids and willingness to hold them until Spring.

- G&J Solutions (**Bid Pack 4**) indicated they would hold their bid price for Site Restoration until Spring.
- Michigan Lake Products (Bid Pack 5) due to a known 2018 price increases could not guarantee the price until Spring, however they were willing to purchase the Kayak Launch this year and store it for the township provided 50% of the purchase amount was provided by November 15th (approximately \$18,500).

November 2017 - Bid Opening #3 - Spring 2018 Construction

Bids 1-3 were combined since the separation of bids failed to generate the desired results furthermore, the remaining items included the pickleball court, concrete earthwork and miscellaneous items. This bid session generated the required 3 bids from the following:

Sajdek - \$381,759.00

Molan - \$302,067.65

Elmers - \$284,190.00

STAFF COMMENT

The Parks and Recreation Commission will hold a special meeting on Monday 11-13-17 to discuss a recommendation on the bids to the Township Board. Due to the meeting being held one day prior to the Township Board meeting, I am providing the Board with this report so that you are properly informed on the history of this 2-year project. The PRC will be asked to make a recommendation on the following bids:

| | |
|-------------------------|---|
| Elmer's Crane & Dozer | \$ 268,465.11 |
| Michigan Lake Products | \$ 37,100.82 - (50% down) |
| G&J Site Solutions | \$ 18,360.00 |
| Total Requested- | \$323,925.93 (\$10,000 less than Bid #1) |

Less the following Grants:

MDNR Grant - \$100,000

Rotary Charities Grant \$40,000

Approximate cost to Township less grants : \$ 184,000 + Construction Oversight & Bid Services Fees to date.

ACTION REQUESTED

The following motions are provided for your consideration:

MOTION TO approve and award the bid received from Elmer's in the amount of \$ 268,465.11.


MOTION TO approve and award the bid to G&J Site Solutions in the amount of \$18,360.00.

MOTION TO approve and award the bid to Michigan Lake Products in the amount of \$37,100.82 AND FURTHER to request the Clerk to provide Michigan Lake Products with a check in the amount of \$18,550.41 no later than November 15, 2017.

Attachment #1 PD Report 2017-16

Attachment #2 9-11-17 Bid Tabulation

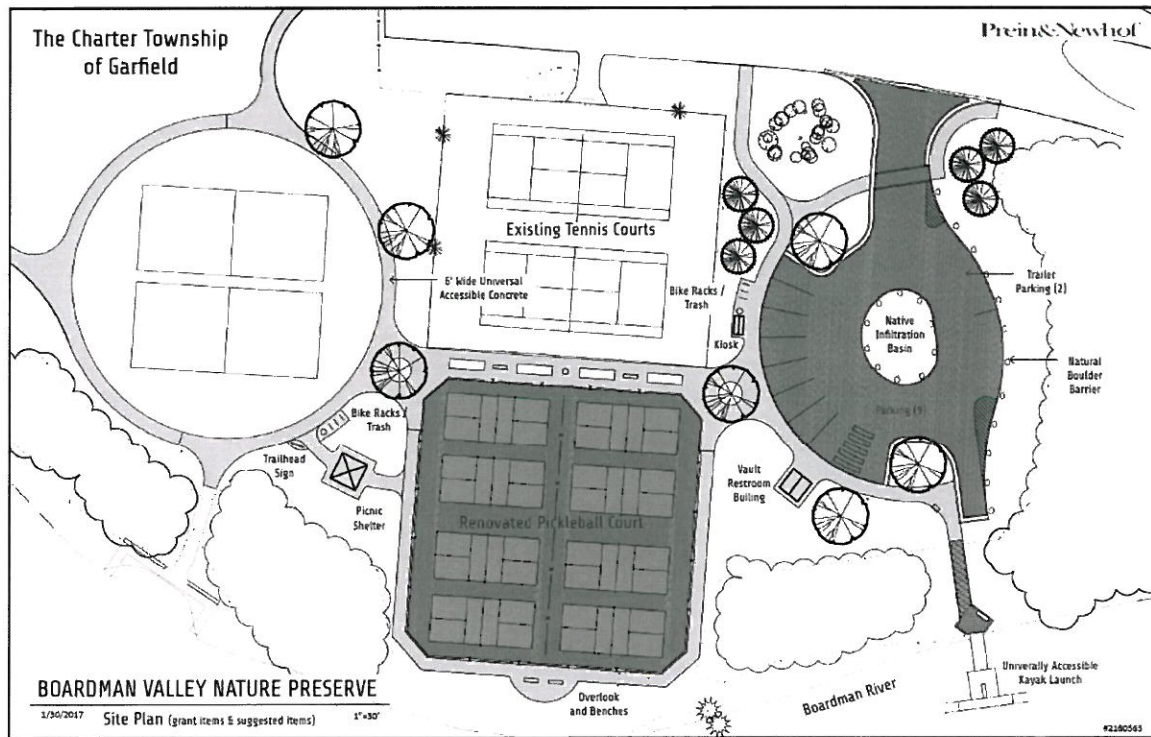
Attachment #3 11-2-17 Bid Tabulation

| | | |
|--|--|---------------------------------------|
|  Charter Township of Garfield Planning Department Report No. 2017- 16 | | Pages: 1 of 2 |
| Prepared: | March 13, 2017 | Attachments: <input type="checkbox"/> |
| Meeting: | March 21, 2017 Parks & Recreation Commission | |
| Subject: | BVNP Update | |

The intent of this report is to provide the Parks and Recreation Commission with a brief update on the status of the Boardman Valley Nature Preserve (BVNP) grant.

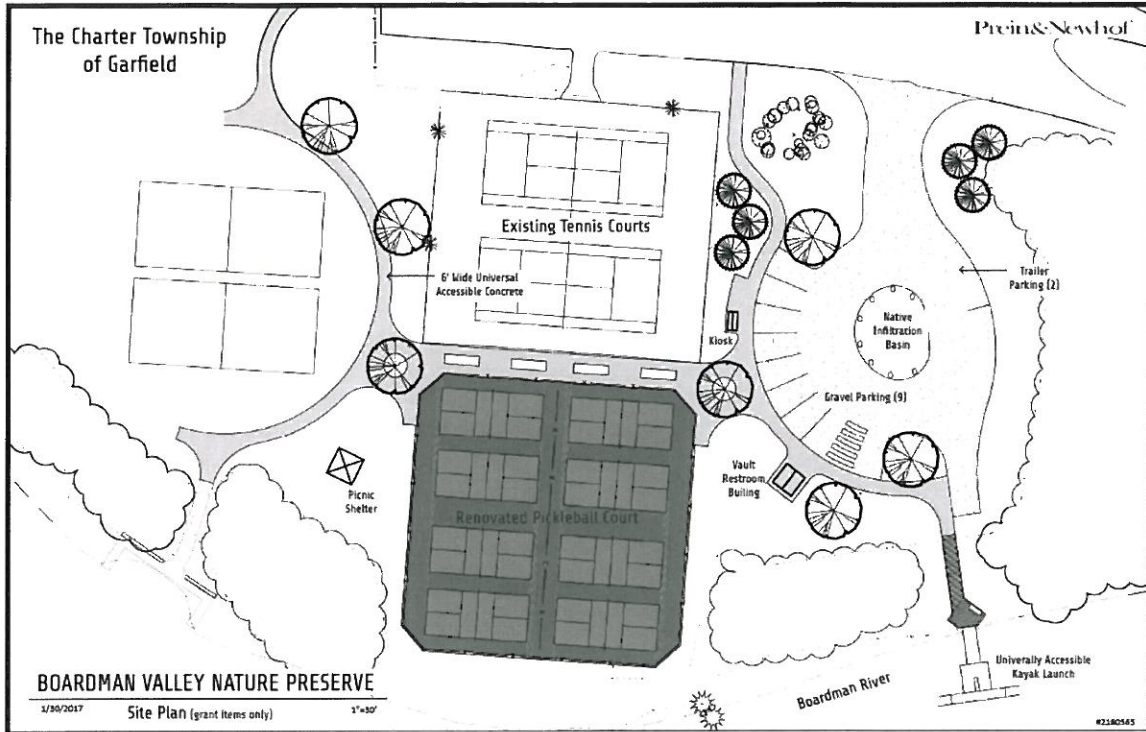
Cost estimates and final design were reviewed by Staff and consultant Matt Levandoski. Below is a copy of the original plan and what we would like to consider our *future goal* for the park.

ORIGINAL DESIGN



Although we were not able to accomplish the above design in its entirety we feel we were able to stretch the budget and still include the major components of the design. We have also positioned ourselves to request additional funding to complete the design in the near future.

FINAL DESIGN



When considering the scope of the project the modifications are minor. We were able to incorporate additional walk ways by changing the surface to crushed limestone and changing the parking area to gravel. We are still awaiting a formal quote for the picnic shelter, vault restroom, and kayak launch and anticipate having that information by your April meeting. We have attached a copy of the project schedule for your information and we appear to be on schedule as planned.

| Boardman Valley Nature Preserve Project # 2160565 Date 2/27/2017 | Project Schedule | | | | | | | |
|--|-------------------------------------|---------|----------|----------|---------|----------|-------|-------|
| | Done | October | November | December | January | February | March | April |
| Site Investigation | | | | | | | | |
| Wetland Identification | <input checked="" type="checkbox"/> | | | | | | | |
| Soil Borings, Topo Survey & Mapping | <input checked="" type="checkbox"/> | | | | | | | |
| Design Development Phase | | | | | | | | |
| Design Kick Off Meeting -01 (at GT and site) | <input checked="" type="checkbox"/> | | | | | | | |
| Preliminary Design | <input checked="" type="checkbox"/> | | | | | | | |
| Preliminary Design Owner Review Meeting -02 (at GT) | <input checked="" type="checkbox"/> | | | | | | | |
| Preliminary Design Final Concept Graphics | <input checked="" type="checkbox"/> | | | | | | | |
| Preliminary Design Concept Phone Call | <input checked="" type="checkbox"/> | | | | | | | |
| Permitting Phase Services | | | | | | | | |
| Send in DEQ/USACE Joint Permit Application | <input type="checkbox"/> | | | | | | | |
| Send in for SEESC Permit | <input type="checkbox"/> | | | | | | | |
| Construction Document Phase Services | | | | | | | | |
| 50% Plan Development | <input checked="" type="checkbox"/> | | | | | | | |
| 50% Plan Meeting -03 - By Phone/Email | <input checked="" type="checkbox"/> | | | | | | | |
| Send 50 % Plans to Twsp | <input checked="" type="checkbox"/> | | | | | | | |
| 90% Plan Development | <input type="checkbox"/> | | | | | | | |
| 90% Plan Meeting -04 (at GT) | <input type="checkbox"/> | | | | | | | |
| Send 90 % Plans to Twsp | <input type="checkbox"/> | | | | | | | |
| Final Plan Development | <input type="checkbox"/> | | | | | | | |
| Final Owner Review Meeting -05 (at GT) | <input type="checkbox"/> | | | | | | | |
| Final Document Delivery | <input type="checkbox"/> | | | | | | | |

We will discuss this information in more detail at our meeting. Please do not hesitate to contact my office should you have any questions or concerns moving forward.

Bid Tabulation

| Owner: | | 1st | | 2nd | | 3rd | |
|--|--|----------------------------|--------|-----------------------|--------------------|-------------------------------|--------------------|
| Garfield Charter Township | | Inhabitect | | G&J Site Solutions | | Michigan Lake Products | |
| Project Title: | | 1129 Woodmere Ave. Suite J | | 51811 Industrial Dr. | | P.O. Box 397 11456 South U.S. | |
| Boardman Valley Nature Preserve Site Improvements | | Traverse City, MI 49686 | | Calumet, MI 49913 | | 31 Elk Rapids, MI 49629 | |
| Bid Date & Time: | | Project #: | | Total Amount | | Total Amount | |
| September 11, 2017 at 10:00 am | | 2160520 | | | | | |
| Item | | Unit | | Unit Price | | Unit Price | |
| Description | | Quantity | | Total Amount | | Total Amount | |
| Bid Package #1 - Pickleball Courts | | | | | | | |
| 1 | Removals - (see sheet 2 of 7) | 1.0 | LS | \$18,762.00 | \$18,762.00 | \$0.00 | \$0.00 |
| 2 | Pickleball Court Paving Section (sheet 5 of 7) | 16,065.0 | Sq.Ft. | \$4.05 | \$65,063.25 | \$0.00 | \$0.00 |
| 3 | Court Surface Painting & Striping | 16,065.0 | Sq.Ft. | \$1.01 | \$16,225.65 | \$0.00 | \$0.00 |
| 4 | Court Posts & Netting (complete 8 courts) | 1.0 | LS | | \$0.00 | \$0.00 | \$0.00 |
| 5 | Galv. Chain Link Fencing, 6-foot tall | 512.0 | LF | | \$0.00 | \$0.00 | \$0.00 |
| 6 | Galv. Chain Link Fencing, 4-foot tall | 208.0 | LF | | \$0.00 | \$0.00 | \$0.00 |
| 7 | 2.5" Thick -21aa Gravel Maintenance Strip | 315.0 | Sq.Ft. | \$0.57 | \$179.55 | \$0.00 | \$0.00 |
| | | | | \$100,230.45 * | \$0.00 | \$0.00 | \$0.00 |
| Deduct Alternate #1 - Remove Pickle Ball Courts | | | | | | | |
| 1 | Pickleball Court Paving Section (sheet 5 of 7) | 3,703.0 | Sq.Ft. | \$2.30 | \$8,516.90 | \$0.00 | \$0.00 |
| 2 | Court Surface Painting & Striping | 3,703.0 | Sq.Ft. | \$0.57 | \$2,110.71 | \$0.00 | \$0.00 |
| 3 | Court Posts & Netting (remove 2 courts) | 1.0 | LS | | \$0.00 | \$0.00 | \$0.00 |
| 4 | Galv. Chain Link Fencing, 6-foot tall | 56.0 | LF | | \$0.00 | \$0.00 | \$0.00 |
| 5 | Galv. Chain Link Fencing, 4-foot tall | 56.0 | LF | | \$0.00 | \$0.00 | \$0.00 |
| 6 | 2.5" Thick -21aa Gravel Maintenance Strip | 56.0 | Sq.Ft. | \$0.57 | \$31.92 * | \$0.00 | \$0.00 |
| | | | | \$10,659.53 * | \$0.00 | \$0.00 | \$0.00 |
| Bid Package #2 - Concrete | | | | | | | |
| 1 | 12" Kayak Launch Headwall (detail 03/06) | 1.0 | LS | \$4,600.00 | \$4,600.00 | \$0.00 | \$0.00 |
| 2 | 4" Concrete Sidewalks & Pads (detail 01/06) | 4,900.0 | Sq.Ft. | \$1.27 | \$6,223.00 | \$0.00 | \$0.00 |
| | | | | \$10,823.00 | \$0.00 | \$0.00 | \$0.00 |
| Bid Package #3 - Earthwork & Misc Installations | | | | | | | |
| 1 | Cleaning/Rough Grading/Earthwork/Silt Fence/Sec Permit | 1.0 | LS | \$50,151.50 | \$50,151.50 | \$0.00 | \$0.00 |
| 2 | MDOT 21aa, 8-inch (Parking Area) compacted in place | 1,060.0 | SYD | \$11.68 | \$12,380.80 | \$0.00 | \$0.00 |
| 3 | MDOT 6aa Crushed Limestone, compacted in place | 50.0 | CYD | \$99.82 | \$4,991.00 | \$0.00 | \$0.00 |
| 4 | Chips & Fines Aggregate, 6-inch (6' path) | 16,065.0 | Sq.Ft. | \$1.91 | \$30,684.15 | \$0.00 | \$0.00 |
| 5 | Picnic Shelter (detail 05/06) | 1.0 | LS | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 6 | Vault Toilet Building (detail 03/07) | 1.0 | LS | \$22,614.00 | \$22,614.00 | \$0.00 | \$0.00 |
| 7 | Sign Kiosk (detail 2/7) | 1.0 | LS | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 8 | Van Accessible Parking Sign | 1.0 | LS | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 9 | Barrier Free Striping (loading zone and symbol) | 1.0 | LS | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$120,821.45 * | \$0.00 | \$0.00 | \$0.00 |
| Bid Package #4 - Site Restoration | | | | | | | |
| 1 | 2" Red Maple Trees (detail 04/06) | 4.0 | ea. | \$1,580.00 | \$6,320.00 | \$640.00 | \$2,560.00 |
| 2 | Type A Seeding with 2" imported topsoil | 1,900.0 | SYD | \$5.12 | \$9,728.00 | \$7.00 | \$13,300.00 |
| 3 | Type B Seeding | 250.0 | SYD | \$16.83 | \$4,207.50 | \$10.00 | \$2,500.00 |
| | | | | \$20,255.50 * | \$18,360.00 | \$0.00 | \$0.00 |
| Bid Package #5 - Kayak Launch | | | | | | | |
| 1 | Kayak Launch | 1.0 | LS | \$41,200.00 | \$41,200.00 | \$0.00 | \$37,100.82 |
| | | | | \$41,200.00 | \$41,200.00 | \$0.00 | \$37,100.82 |

* Denotes correction made by Engineer
 * Bid from Inhabitect on Bid Package #1 was incorrectly totaled on bid form
 * Bid from Inhabitect on Bid Package #1 Deduct was incorrectly totaled on bid form
 * Bid from Inhabitect on Bid Package #3 was incorrectly totaled on bid form
 * Bid from Inhabitect on Bid Package #4 was incorrectly shown on Summary of Bids
 No complete bid was submitted for Bid Packages #1, #1 deduct, and #3

Prein&Newhof

3355 Evergreen Dr. NE Grand Rapids, MI 49525
t. (616) 364-8491 f. (616) 364-6955

Bid Tabulation

| Owner: Garfield Charter Township | | 1st | | 2nd | | 3rd | |
|---|---|---|--------|---|---------------|--|--------------|
| Project Title: Boardman Valley Mature Preserve Site Improvements | | Elmer's Crane and Dozer, Inc. 3600 Rennie School Rd. Traverse City, 49685 | | Malon Excavating 125 Buckshot Dr. Traverse City, MI 49685 | | Sajdak Contractor 120 E. West Branch Rd. Prudenville, MI 48651 | |
| Bid Date & Time: November 2, 2017 at 10:00 am | | Project #: 2160565 | | | | | |
| Item No. | Description | Quantity | Unit | Unit Price | Total Amount | Unit Price | Total Amount |
| 1 | Mobilization, (Maximum of 5% of Total Bid) | 1.0 | LS | \$13,565.00 | \$13,565.00 | \$11,836.00 | \$11,836.00 |
| 2 | Clearing and Removals - (see sheet 2 of 6) | 1.0 | LS | \$23,690.00 | \$23,690.00 | \$4,736.00 | \$4,736.00 |
| 3 | Grading / Silt Fence / Sesc Permit | 1.0 | LS | \$19,105.00 | \$19,105.00 | \$72,520.00 | \$72,520.00 |
| 4 | Pickleball Court Paving Section (sheet 4 of 6) | 16,065.0 | Sq.Ft. | \$3.34 | \$53,657.10 * | \$2.13 | \$34,218.45 |
| 5 | Court Surface Painting & Striping | 16,065.0 | Sq.Ft. | \$0.84 | \$13,494.60 * | \$1.11 | \$17,832.15 |
| 6 | Court Posts & Netting (complete 8 courts) | 1.0 | LS | \$8,440.00 | \$8,440.00 | \$8,800.00 | \$8,800.00 |
| 7 | Galv. Chain Link Fencing, 6-foot tall | 512.0 | LF | \$30.71 | \$15,723.52 * | \$29.15 | \$14,924.80 |
| 8 | Galv. Chain Link Fencing, 4-foot tall | 208.0 | LF | \$20.48 | \$4,259.84 * | \$23.90 | \$4,971.20 |
| 9 | 2.5" Thick -21aa Gravel Maintenance Strip | 315.0 | Sq.Ft. | \$4.67 | \$1,471.05 * | \$9.50 | \$2,992.50 |
| 10 | MDOT 21aa, 8-inch (Parking Area) compacted in place | 1,060.0 | SYD | \$18.70 | \$19,822.00 * | \$16.22 | \$17,193.20 |
| 11 | MDOT 6aa Crushed Limestone, compacted in place | 50.0 | CYD | \$48.40 | \$2,420.00 * | \$51.83 | \$2,591.50 |
| 12 | Chips & Fines Aggregate, 6-inch (6' path) | 1,250.0 | Sq.Ft. | \$2.32 | \$2,900.00 * | \$2.80 | \$3,500.00 |
| 13 | 12" Kayak Launch Headwall (detail 03/05) | 1.0 | LS | \$11,455.00 | \$11,455.00 | \$13,115.00 | \$13,115.00 |
| 14 | 4" Concrete Sidewalks & Pads (detail 01/05) | 4,900.0 | Sq.Ft. | \$5.83 | \$28,567.00 * | \$4.04 | \$19,796.00 |
| 15 | Picnic Shelter (detail 05/05) | 1.0 | LS | \$18,600.00 | \$18,600.00 | \$18,287.50 | \$18,287.50 |
| 16 | Vault Toilet Building (detail 03/06) | 1.0 | LS | \$26,220.00 | \$26,220.00 | \$32,182.83 | \$32,182.83 |
| 17 | Sign Kiosk (detail 02/06) | 1.0 | LS | \$4,335.00 | \$4,335.00 | \$4,345.00 | \$4,345.00 |
| 18 | Van Accessible Parking Sign | 1.0 | LS | \$210.00 | \$210.00 | \$250.00 | \$250.00 |
| 19 | Barrier Free Striping (loading zone and symbol) | 1.0 | LS | \$530.00 | \$530.00 | \$475.00 | \$475.00 |
| | | | | Total Base Bid | | \$268,465.11 * | |
| Deduct Alternate #1 Remove 2 Pickleball Courts | | | | | | | |
| 20 | Pickleball Court Paving Section (sheet 5 of 7) | 3,703.0 | Sq.Ft. | \$2.32 | \$8,590.96 * | \$2.13 | \$7,887.39 |
| 21 | Court Surface Painting & Striping | 3,703.0 | Sq.Ft. | \$0.69 | \$2,555.07 * | \$1.11 | \$4,110.33 |
| 22 | Court Posts & Netting (remove 2 courts) | 1.0 | LS | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| 23 | Galv. Chain Link Fencing, 6-foot tall | 56.0 | LF | \$25.00 | \$1,400.00 | \$29.15 | \$1,632.40 |
| 24 | Galv. Chain Link Fencing, 4-foot tall | 56.0 | LF | \$15.00 | \$840.00 | \$23.90 | \$1,338.40 |
| 25 | 2.5" Thick -21aa Gravel Maintenance Strip | 56.0 | Sq.Ft. | \$4.01 | \$224.56 * | \$9.50 | \$532.00 |
| | | | | Total Deduct Bid | | \$17,500.52 | |
| | | | | | | \$371,006.00 * | |
| | | | | | | \$18,515.00 | |
| | | | | | | \$7,406.00 | |
| | | | | | | \$5,000.00 | |
| | | | | | | \$1,400.00 | |
| | | | | | | \$1,232.00 | |
| | | | | | | \$1,400.00 | |
| | | | | | | \$34,953.00 | |

* Denotes correction made by Engineer

November 6, 2017

Via E-Mail (mike.watza@kitch.com)

Michael J. Watza, Esq.
Kitch Drutchas Wagner Valitutti & Sherbrook
One Woodward Avenue, Suite 2400
Detroit, MI 48226-5485

Re: Charter PEG offer to Grand Traverse MI Area communities

Dear Mike:

Charter is pleased to make the following offer of PEG capital and other support to your Grand Traverse area clients, including the City of Traverse City, Acme Township, Blair Township, East Bay Township, Elmwood Township, Garfield Township, and Peninsula Township. We note that Long Lake Township was originally part of this group, but based on our separate communications regarding that community Charter will move forward with the franchise executed by that Township last month.

Please note that this offer is made informally, consistent with the process set forth in 47 U.S.C. § 546(h), and in furtherance of our goal of reaching mutually acceptable terms of a Michigan Uniform Franchise. The terms of the offer are as follows:

PEG Fee: We understand it is your clients' desire to move to a fee based on a percentage of Charter's revenue. Based upon recent estimates, Charter believes the current \$0.30 per sub PEG fee in those communities imposing such a fee equates to slightly over 0.30% per subscriber per month. The cities have provided some justification for increasing this fee, although it has not been extensive. Charter will agree to increase the PEG fee to 0.475% for the duration of the franchise.

According to our records, Acme Township, Peninsula Township, and Blair Township currently impose no PEG fee, and on that basis we propose no PEG fee in the renewals in these three communities. This would make these Townships consistent with Long Lake, which (as we have discussed) already executed a renewal maintaining a 5% franchise fee and no PEG fee.

PEG in HD: Charter is amenable to offering PEG in HD when a substantial portion of its entire channel lineup is in HD. To that end, below is standard language we agree to outside of MI for communities who are interested in obtaining HD PEG channels. I recognize we may need to address defined terms, but for the purpose of your and your clients' consideration of this provision, "Grantor" is the municipality and "Grantee" is Charter. In addition, I can confirm we currently utilize switched digital video throughout Michigan, and therefore condition B is currently satisfied.

PEG Channel Format. Upon written request by the Grantor, the Grantor and Grantee shall meet to discuss converting the PEG Access Channel(s) into high definition format ("HD"). If all of the following conditions are satisfied, Grantee will provide in the PEG Access Channel in HD format upon no less than one (1) year's written notice from the City following such meeting:

- A. The percent to HD channels to total activated video channels on Grantee's Cable System is eighty percent (80%) or higher;
- B. Grantee utilizes switched digital video to provide Cable Service in the Grantor;
- C. Grantor has the ability to produce substantially all of its PEG programming in HD, commits to produce, and upon the availability of a PEG channel does produce, at least five (5) hours per day of PEG programming in HD for such PEG channel. All equipment necessary to produce and transmit to any PEG channel programming in HD to Subscribers shall be at Grantor's cost.
- D. Assuming the conditions in items B and C above are met, on or after January 1, 2020, Grantor may request HD channel format to occur for all PEG Channels and Grantee shall confer in good faith with Grantor to explore the ability to make such a conversion.
- E. Nothing in this agreement shall be interpreted as requiring any PEG channel participant/grantor to acquire HD equipment or provide any PEG signal in HD format unless the participant/grantor requests HD format and such request has been granted.

If these conditions are met, Grantee shall carry the HD PEG Access Channel signals provided by the Grantor. The Grantor shall be responsible for providing the PEG Access Channel Signal in an HD format. The Grantee shall distribute the PEG Access Programming over the Cable System. Consistent with this requirement, the Grantor shall cooperate with Grantee to procure and provide, at the Grantor's cost, all necessary transmission equipment from the PEG Access Channel origination point to the Grantee's headend. Grantee agrees to work cooperatively with the Grantor to ensure the necessary PEG transport equipment complies with Grantee network requirements. The Grantor shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Grantee to receive and distribute the Grantor's HD PEG Access Channel signal, or for the cost of any resulting upgrades to the video return line. The HD PEG Access Channel provided under this section will replace the existing PEG Access Channel, and will not constitute an additional PEG Access Channel.

To the extent some other questions have popped up over our discussions concerning issues in rights of way, I will address those with you in a separate email. Please do not hesitate to contact me with any questions about the foregoing.

Sincerely,

A handwritten signature in black ink that reads "Paul Abbott". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Paul Abbott

cc: Marilyn Passmore
Don Gladwell

Chuck Korn

From: Watza, Michael J. [mike.watza@kitch.com]
Sent: Thursday, November 02, 2017 4:29 PM
To: Jeff Shaw; Beth Friend; Jay Zollinger; supervisor@longlaketownship.com; Lauren Tribble-Laucht; Lynette Wolfgang; Nicole Blonshine; Rob Manigold; Chuck Korn; Penny Hill
Subject: FW: PEG Offer

Hurray!

PEG will be at 0.475%!!

See below for the rest. HD is a bit nebulous but that's all thy will agree to and also the channel guide issue which I added in late since I know we discussed it.

Please let me know if I can tell Paul we are good across the board, or not and why etc.

Per this morning's email, it all of you can write back to me and acknowledge acceptance by COB tomorrow, we should be able to confirm that we have a deal you can present to your boards next week, final docs to follow that Bd approval etc.

Call me at 313.965.7983 with Q's.

Mike

From: Abbott, Paul D [mailto:Paul.Abbott@charter.com]
Sent: Thursday, November 02, 2017 2:22 PM
To: Watza, Michael J.
Cc: Passmore, Marilyn J; Gladwell, Don W
Subject: RE: PEG Offer

Mike,

First, this confirms that per our separate exchange today, we are in agreement that the deadline to advise whether the proposed franchise is incomplete is extended until 11/9, and the deadline for finalizing the franchise is extended until 11/24.

Second, I think we are very close to a deal. With respect to the issues raised in your markup of the letter:

- Charter accepts the counterproposal regarding the PEG fee and will agree to an increase in the fee to 0.475% for the life of the renewed franchises, subject to our ability to reach final resolution of the issues below.
- Given that Charter currently does not offer PEG in HD anywhere in Michigan, the language I proposed previously represents a significant concession for the company, and unconditional obligation to provide PEG in HD as of 1/1/2020 absent the 80% threshold being met is not something to which we can agree. However, we recognize that technologies are constantly changing and the constraints we face today may not exist anymore in three years. To that end, we propose to split the difference between our positions with language that gives the City the ability to revisit the issue in 2020 (see below). We have not assessed the percentage of channels in HD currently in the Grand Traverse area, but generally speaking we are between 45-55% HD in areas where we have done the analysis.

PEG Channel Format. Upon written request by the Grantor, the Grantor and Grantee shall meet to discuss converting the PEG Access Channel(s) into high definition format ("HD"). If all of the following conditions are satisfied, Grantee will provide in the PEG Access Channel in HD format upon no less than six (6) month's written notice from the City following such meeting:

- A. The percent to HD channels to total activated video channels on Grantee's Cable System is eighty percent (80%) or higher;
- B. Grantee utilizes switched digital video to provide Cable Service in the Grantor;
- C. Grantor has the ability to produce substantially all of its PEG programming in HD, commits to produce, and upon the availability of a PEG channel does produce, at least five (5) hours per day of PEG programming in HD for such PEG channel. All equipment necessary to produce and transmit to any PEG channel programming in HD to Subscribers shall be at Grantor's cost.
- D. Assuming the conditions in items B and C above are met, on or after January 1, 2020, Grantor may request HD channel format to occur for all PEG Channels ~~no later than January 1, 2020~~ and Grantee shall confer in good faith with Grantor to explore the ability to make such a conversion,
- E. Nothing in this agreement shall be interpreted as requiring any PEG channel participant/grantor to acquire HD equipment or provide any PEG signal in HD format unless the participant/grantor requests HD format and such request has been granted.

If these conditions are met, Grantee shall carry the HD PEG Access Channel signals provided by the Grantor. The Grantor shall be responsible for providing the PEG Access Channel Signal in an HD format. The Grantee shall distribute the PEG Access Programming over the Cable System. Consistent with this requirement, the Grantor shall cooperate with Grantee to procure and provide, at the Grantor's cost, all necessary transmission equipment from the PEG Access Channel origination point to the Grantee's headend. Grantee agrees to work cooperatively with the Grantor to ensure the necessary PEG transport equipment complies with Grantee network requirements. The Grantor shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Grantee to receive and distribute the Grantor's HD PEG Access Channel signal, or for the cost of any resulting upgrades to the video return line. The HD PEG Access Channel provided under this section will replace the existing PEG Access Channel, and will not constitute an additional PEG Access Channel.

- In response to your question about the channel guide, Charter is happy to provide contact info for the vendor that provides the guide service to enable your clients to make an arrangement to get their programming listed on the guide. As your note indicates, any cost associated with that arrangement would be between your clients and our vendor.

Please advise if you have any questions, and whether the foregoing is acceptable to your clients.

Paul

F

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

At a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate “dropdown box” (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as “confidential.”
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the “**Attachment 2 - Uniform Video Service Local Franchising Entity**” form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the Township of Garfield, a Michigan municipal corporation (the "Franchising Entity"), and CC Michigan, a Delaware Limited Liability corporation doing business as Charter Communications.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by **(a)** the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or **(b)** the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Township of Garfield:

Garfield Township

3848 Veterans Dr.

Traverse City, MI 49684

Attn: Supervisor

Fax No.: 231-941-1588

Charter Communications

12405 Powerscourt Dr.

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Township of Garfield, a Michigan Municipal Corporation

CC Michigan, a Delaware Limited Liability Corporation doing business as Charter Communications

By _____

Print Name _____

Title _____

Supervisor

Address _____

3848 Veterans Dr.

City, State, Zip _____

Traverse City, MI 49684

Phone _____

231-941-1620

Fax _____

231-941-1588

Email _____



By _____

Paul Abbott

Print Name _____

Vice President, Local Government Affairs

and Franchising

Title _____

12405 Powerscourt Dr.

Address _____

St. Louis, MO 63131

City, State, Zip _____

774-243-9738

Phone _____

314-965-8793

Fax _____

Email _____

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:



[Faint handwritten notes]

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)**
(Form must be typed)

| | | |
|---|-----------------|---------------------|
| Date: July 6, 2017 | | |
| Applicant's Name: CC Michigan, a Delaware Limited Liability Corporation | | |
| Address 1: 12405 Powerscourt Dr. | | |
| Address 2: | | Phone: 314-965-0555 |
| City: St. Louis | State: Missouri | Zip: 63131 |
| Federal I.D. No. (FEIN): 13-4029981 | | |

Company executive officers:

| |
|---|
| Name(s): Thomas M. Rutledge |
| Title(s): President and Chief Executive Officer |

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

| | | |
|--|-------------------|-------------------------------------|
| Name: Marilyn Passmore | | |
| Title: Director, State Government Affairs | | |
| Address: 4670 E. Fulton, #102, Ada, MI 49301 | | |
| Phone: 616-607-2377 | Fax: 616-975-1107 | Email: marilyn.passmore@charter.com |

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

| |
|---|
| <p>The area provided service is the Township of Garfield. Upon request, Charter Communications shall provide route maps showing the locations of the Cable System, to Municipality, access to "as-built" maps, and updated route maps to reflect any changes. Municipality shall give Grantee a minimum of 48 hours notice of the request to view "as-built" maps, unless there exists an emergency situation requiring earlier viewing. Charter Communications' local office and engineering contact information (engineering drawings/"as-built" map address) is listed below. This information also applies to 24 hour emergencies:</p> <p>Keith Schierbeek- Director of Field Operations 1433 Fulton Street Grand Haven, MI 49417 Phone: 616-607-2302 email: keith.schierbeek@charter.com</p> |
|---|

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

Verification (Provider)

I, Paul Abbott, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Paul Abbott, Vice President, Local Government Affairs and Franchising
Signature: [Handwritten Signature] Date: 7/6/17

(Franchising Entity)

Garfield Township, a Michigan municipal corporation

By
Print Name Supervisor
Title
Address 3848 Veterans Dr.
City, State, Zip Traverse City, MI 49684
Phone 231-941-1620
Phone 231-941-1588
Fax
Email
Date