# CHARTER TOWNSHIP OF GARFIELD TOWN BOARD STUDY SESSION December 10, 2019 at 5:00 p.m.

#### **AGENDA**

# ORDER OF BUSINESS Call meeting to order

Roll call of Board Members

- 1. Business to come before the Board
  - a. Discussion regarding the 2020 Township Budget
- 2. Public Comment
- 3. Adjournment

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

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

Tuesday, December 10, 2019, 6:00 pm Garfield Township Hall 3848 Veterans Drive Traverse City, MI 49684 Ph: (231) 941-1620

AGENDA

#### ORDER OF BUSINESS

Call meeting to order
Pledge of Allegiance
Roll call of Board Members

#### 1. Public Comment

#### **Public Comment Guidelines:**

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

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

#### 3. Consent Calendar

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

- a. Minutes November 12, 2019 Regular Board Meeting (Recommend Approval)
- b. Bills -
  - (i) General Fund (Recommend Approval)

\$ 313,625.54

#### (ii) Gourdie-Fraser

Developer's Escrow Fund – Storm Water Reviews and	
Utility Plan Review, Oversight & Closeout	\$ 10,383.20
Utility Receiving Fund	5,780.00
Park Funds/ DNR Trust Fund	2.910.00
Total	\$ 19,073.20

(Recommend Approval)

- c. MTT Update (Receive and File)
- d. Proposed private road name to Fineout Dr. (Recommend Approval)
- e. Consideration of Resolution 2019-37-T, a Resolution to Amend the Budget (Recommend Approval)

#### 4. Items removed from the Consent Calendar

#### 5. Correspondence

- a. Grand Traverse Conservation District November 2019 Report
- b. UM-Dearborn's 2019 eCities program recognition

#### 6. Reports

- a. Construction Report
- b. Sheriff's Report
- c. GT Metro Report
- d. North Flight Report
- e. County Commissioner's Report
- f. Traverse Connect Report
- g. Clerk's Report
- h. Supervisor's Report

#### 7. Unfinished Business

a. Public Hearing - Garfield Township Budgets for 2020 (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. New Ethics Policy for Consideration
- b. Consideration of PD Report 2019-159 Garfield Heidbreder Industrial Park Property Donation
- c. Consideration and approval of GT Metro Fire Station Lease Agreement
- d. Consideration of Resolution 2019-26-T 2020 General Fund Budget
- e. Consideration of Resolution 2019-27-T 2020 Fire Fund Budget

- f. Consideration of Resolution 2019-28-T 2020 Public Improvement Road Fund Budget
- g. Consideration of Resolution 2019-29-T 2020 Budget Stabilization Fund Budget
- h. Consideration of Resolution 2019-30-T 2020 DPW Fund Budget
- i. Consideration of Resolution 2019-31-T 2020 Park System Fund Budget
- j. Consideration of Resolution 2019-32-T 2020 Street Light Fund Budget
- k. Consideration of Resolution 2019-33-T 2020 Special Assessment District Fund Budget
- I. Consideration of Resolution 2019-34-T Clerk's Salary
- m. Consideration of Resolution 2019-35-T Treasurer's Salary
- n. Consideration of Resolution 2019-36-T Supervisor's Salary
- Consideration of Resolution 2019-25-T Annual Exemption Option As Set Forth in 2011 Public Act 152, The Publicly Funded Health Insurance Contribution Act
- p. Renewal of Liability Insurance
- q. 2020 Town Board meeting dates
- 9. Public Comment
- 10. Other Business
- 11. Adjournment

Lanie	McManus,	Clerk

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# CHARTER TOWNSHIP OF GARFIELD TOWN BOARD MEETING November 12, 2019

Supervisor Korn called the Town Board Meeting to order on November 12, 2019 at 6:00 p.m. at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan.

#### Pledge of Allegiance

#### **Roll Call of Board Members**

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

# 1. Public Comment (6:01) None

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

Duell moved and Schmuckal seconded to approve the agenda as presented.

Yeas: Duell, Schmuckal, Agostinelli, Blood Law, Walters, McManus, Korn Nays: None

#### 3. Consent Calendar (6:01)

a. Minutes
October 22, 2019 Regular Meeting (Recommend Approval)
October 29, 2019 Special Board Meeting Minutes (Recommend Approval)

- b. Bills
  General Fund \$434,534.73
  (Recommend Approval)
- c. MTT Update (Recommend Approval)
- d. Consideration of Resolution 2019-23-T (Amended), a Resolution adopting the amended 2019 Park System Budget (Recommend Approval)

Agostinelli moved and Schmuckal seconded to approve the consent calendar as presented.

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

Nays: None

#### 4. <u>Items removed from the Consent Calendar</u>

#### 5. <u>Correspondence</u> (6:04)

- a. Grand Traverse Conservation District October 2019 Report
- b. Recycle Smart October E-Newsletter

#### 6. Reports

a. Sheriff's Report (6:04)

No report

b. County Commissioner's Report (6:04)

No report

c. Personnel Committee Report (6:04)

Schmuckal said that they met with Derrick Morton, who will be the part time code enforcement and part time parks manager, and reviewed job descriptions.

d. Treasurer's Report (6:07)

Blood Law said that the township is up by 3.40% from last year in revenue sharing.

e. Clerks Report (6:08)

McManus submitted her report in writing and has recently received a second quote for the absentee voter mailing.

f. Supervisor's Report (6:10)

Korn reported that Windows software was upgraded on all township computers. He attended the airports energy meeting and also went to the GT Metro Strategic Planning session.

#### 7. Unfinished Business

#### 8. New Business

a. Consideration of Resolution 2019-24-T, a resolution for Approval of Financial Institutions which the Township treasurer will do business with in 2020. (6:14)

Schmuckal moved and Duell seconded to adopt Resolution 2019-24-T, a resolution for Approval of Financial Institutions which the Township treasurer will do business with in 2020.

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

Nays: None

b. Request to add delinquent Special Assessments to Winter Tax Roll Agostinelli moved and Walters seconded to direct the Supervisor to add delinquent Special Assessments to Winter Tax Roll.

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

Nays: None

# c. Consideration of Applicants for Board Appointments by Committee (6:16)

Board members reviewed the applicants for various committees.

Schmuckal moved and Agostinelli seconded to appoint Art Bukowski to the Parks Commission for a three year term.

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

Korn

Nays: None

Duell moved and Agostinelli seconded to replace Schmuckal with Walters on the Elections Committee.

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

Nays: None

#### 9. Public Comment (6:27)

None

#### 10. Other Business (6:27)

John Sych prepared a Planning Department Report on park land within the commons which is deed restricted and only allows cross country skiing and hiking at this point. Korn said there were bikers using the trails, and there would need to be a change in the deed to allow for other types of recreation on the property. Board members discussed the matter and remand it to the Parks Commission to make a plan for the land for the state to approve.

Duell asked about programming the HVAC system, a speed sign on Randolph Street and a new phone systems for the township.

There will be a budget meeting at 5:00 on December 10.

#### 11. Adjournment

Schmuckal moved to adjourn the meeting at 6:48pm.

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

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CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHIP OF GARFIELD CHECK DATE FROM 11/07/2019 - 12/05/2019

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
11/14/2019	GEN	38275	AIRPORT 31, LLC AND	MIT INTEREST REFUND	101-000-403.000	68.46
11/14/2019	GEN	38276	AMERICAN WASTE	3032250	308-000-935.000	330.00
11/14/2019	GEN	38277	AMERICAN WASTE	3394790	101-265-935.604	85.00
11/14/2019	GEN	38278	CITY OF TRAVERSE CITY	170975-94720	101-000-084.861	182.75
		0			000.026-044-101	666.78
11/14/2019	GEN	38279	CONSUMERS ENERGY	103033456148	101-448-920.005	90.37
11/14/2019	GEN	38280	DIE ENERGY	910020833133	101-265-920.601	458.59
11/14/2019	GEN	38281	FISH	WINDOW CLEANING	101-265-935.603	647.00
11/14/2019	GEN	38282	GARFIELD CHARTER TOWNSHIP	MILFOIL SA	308-000-825.000	68.40
11/14/2019	GEN	38283	GBS INC	MASTER CARDS	101-215-726.000	146.54
11/14/2019	GEN	38284	GRAND TRAVERSE COUNTY DPW	5105021	101-265-920.602	519.39
11/14/2019	GEN	38285	GRAND TRAVERSE COUNTY DPW	5590511.	308-000-935.000	13.53
11/14/2019	GEN	38286	GRAND TRAVERSE COUNTY MTA	DUES	101-101-965.101	261.46
11/14/2019	GEN	38287	LAUTNER IRRIGATION INC	WINTERIZATION OF PARK SPRINKLER SYSTEM	308-000-880.001	450.00
11/14/2019	GEN	38288	MICHIGAN CHAMBER SERVICES, INC.	LABOR LAW POSTERS	101-101-900.000	47.50
11/14/2019	GEN	38289	OLSON, BZDOK, & HOWARD	BOARDMAN LAKE TRAIL PRIESKON	101-101-801.002 101-410-801.000	580.00
						725.00
11/14/2019	GEN	38290	TEMPERATURE CONTROL	PARK DRINKING FOUNTAIN	308-000-935.000	136.50
11/14/2019	GEN	38291 38291	TRAVERSE CITY RECORD EAGLE	ADVERTISINT ADVERTISINT	101-101-901.000	257.50
						493.05
11/14/2019	GEN	38292	TRAVERSE REPRODUCTION	PLOTTER SERVICE	101-101-805.000	150.00
11/14/2019	GEN	38293 38293	CONSUMERS ENERGY	100000311801 100000311801	101-000-084.861	1,524.72
						2,506.02
11/14/2019	GEN	38294	GARFIELD CHARTER TOWNSHIP	SA LIGHTS	101-448-920.005	327.98
11/14/2019	GEN	38295	SPECTRUM BUSINESS	INTERNET	101-258-935.016	84.99

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# CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHIP OF GARFIELD CHECK DATE FROM 11/07/2019 - 12/05/2019 Banks: GEN

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
12/05/2019	GEN	38337	FIFTH THIRD BANK	5473788099793637 5473788099793637	101-171-960.000	449.05 132.00 581.05
12/05/2019	GEN	38338	GARFIELD CHARTER TOWNSHIP	нза	101-000-237.000	645.76
12/05/2019	GEN	38339	GRAND TRAVERSE COUNTY DPW	5105021	101-265-920.602	156.09
12/05/2019	GEN	38340	GRAND TRAVERSE COUNTY DPW	5590511	308-000-935.000	11.50
12/05/2019	GEN	38341	GRID4 COMMUNICATIONS, INC.	PHONES	101-265-850.000	1,065.76
12/05/2019	GEN	38342	HOME DEPOT CREDIT SERVICES	AIR DEFLECTORS / PAINT / SUPPLIES	101-265-726.003	94.46
12/05/2019	GEN	38343	HOME DEPOT CREDIT SERVICES	PADLOCK / SUPPLIES	308-000-880.006	42.46
12/05/2019	GEN	38344	JEANE BLOOD LAW	MILEAGE	101-253-860.500	124.70
12/05/2019	GEN	38345	LAUTNER IRRIGATION INC	SPRINKLER WINTERIZATION TOWN HALL	101-265-935.602	125.00
12/05/2019	GEN	38346	RUBY CLEANING SERVICE	CONTRACTED SVCS	101-265-935.603	1,100.00
12/05/2019	GEN	38347	RUBY CLEANING SERVICE	CONTRACTED SVCS	308-000-935.000	100.00
12/05/2019	GEN	38348	SVEC CONSTRUCTION	SNOWPLOWING	101-265-935.601	375.00
12/05/2019	GEN	38349	UNITED WAY	UNITED WAY	101-000-238.000	90.00
12/05/2019	GEN	38350	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-227.000	1,840.00
12/05/2019	GEN	38351	CONSUMERS ENERGY	100018131597	101-448-920.005	26.18
12/05/2019	GEN	38352	IMAGE 360	SIGNS / VINYL LETTERS	** VOIDED **	*
12/05/2019	GEN	38353	LANDGREEN LAWNCARE	FERTILIZATION	308-000-880.001	3,010.20
12/05/2019	GEN	38354	IAAO	DUES	101-171-965.000	200.00
12/05/2019	GEN	38355	IMAGE 360	SIGNS / VINYL LETTERS	101-265-935.605	335.90
12/05/2019	GEN	38356	MAMC	MEMBERSHIP - CLERK AND DEPUTY CLERK	101-215-965.000	120.00
12/05/2019	GEN	38357	MICHIGAN ASSESSORS ASSOCIATION	MEMBERSHIP AD	101-171-965.000	280.00
12/05/2019	GEN	38358	OLSON, BZDOK, & HOWARD	EASEMENTS	101-101-801.002	710.50
			TOTAL - ALL FUNDS	TOTAL OF 82 CHECKS (1 voided)		313,625.54

<sup>101-000-003.024</sup> 101-000-084.861 101-000-227.000 101-000-227.001 --- GL TOTALS ---

Investments - State Savings Bank DUE FROM #861 STREET LIGHTS DEFERRED COMP AFLAC

250,000.00 2,006.26 3,680.00 340.58

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123 West Front Street Traverse City, Michigan 49684 231.946 5874

231.946.5874 **(p)** 231.946.3703 **(f)** 

October 5, 2019

### SUMMARY OF BILLINGS FOR APPROVAL FROM GARFIELD TOWNSHIP

#### I. Developer's Escrow Fund

A. Storm Water Reviews

								Total A	0.00
	B. U	tility Plan Rev	iew. Oversio	ht & Closeout					
		1. Engineerir		services for p	an review, per	mit assistance a	nd construction service	ces.	
		Project#	17357	1735711					990.00
		2. Engineerin	ng consulting rst Estates	services for p	an review, per	mit assistance a	nd construction service	ces.	
		Project#	18258	Invoice No.	1825806				750.00
		The Crow	n - Phase II	Water and Se	wer Extensio	construction ser n, Escrow #701			
		Project#	18419	Invoice No.					2,203.20
		material te		g services wate at turnover and		eview, construction	on observation and		
		Project#	19180	Invoice No.	1918002				6,440.00
								Total B	10,383.20
									10,000.20
							Total Developer's	s Escrow Fund	10,383.20
п	l leilies,	Receiving Fu	ınd					-	
	Othity	Engineering		senvices					
				dy, Brimley Se	rvice District				
		Project#	18399	Invoice No.	1839901				5,000.00
		2. Engineering	ng consulting	services.					0,000.00
		Cass Roa	d Drainage	<b>District Impro</b>	vements				
		Project#	19029C	Invoice No.	19029324				520.00
		3. Engineering	ng consulting	g services.					
						nd Amendment			
		Project#	19029C	Invoice No.	19029325				260.00
							Total Utility F	Receiving Fund —	5,780.00
III.	Park F	unds / DNR 1	Trust Fund				ypu topteettytee - teteleeniv totte vei		
		Silver Lak	re Park Imp	g services for to rovements, Pa House Enclos	rking Lot Exp	vey, site design, ansion at Metro	bid comments, constr #12, Trail, Sidewalk	ruction services	
		Project#	19177	Invoice No.					2,910.00
							Total Park Funds / D	NR Trust Fund	2,910.00
								_	
								GRAND TOTAL	\$19,073.20
								_	

Gourdie-Fraser, Inc. 123 West Front Street, Suite A Traverse City, MI 49684

Phone: 231-946-5874, Fax: 231-946-9634 VISA/MASTERCARD Accepted, Due Upon Receipt

A/R email: melanie@gfa.tc

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

November 18, 2019

Project No:

17357

Invoice No:

1735711

Re: The Ridges at 45, Phase 3/4

Services Performed: Engineering and construction services for plan review, construction observation/materials testing, review of record drawings and project turnover documentation for approximately 300 linear feet of 8" water main and 800 linear feet of 8" sanitary sewer extensions to services three additional multi unit buildings.

\*Includes additional services 01/18/18 to add 600' water main and 300' sewer to services Phase 4.

Project Location: Intersection of Hammond Road along Lafranier Road, Traverse City, Garfield Township, Grand Traverse County, Michigan.

#### <u>Professional Services from July 21, 2019 to November 9, 2019</u> Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Engineer Plan Review	2,750.00	100.00	2,750.00	2,750.00	0.00	
Construction Oversight	10,850.00	100.00	10,850.00	10,850.00	0.00	
*Construction Oversight (Add'l Services)	5,000.00	100.00	5,000.00	5,000.00	0.00	
**Final Insepction Fees (Add'l Services)	1,982.50	100.00	1,982.50	1,982.50	0.00	
Record Drawings Review/Turnover	1,500.00	100.00	1,500.00	510.00	990.00	
Total Fee	22,082.50		22,082.50	21,092.50	990.00	
		Total F	ee			9

Total this Invoice

990.00

\$990.00

<sup>\*\*</sup>Fee to balance the final inspection fee per 03/12/19 email \$1982.50

Gourdie-Fraser, Inc. 123 West Front Street, Suite A Traverse City, MI 49684

Phone: 231-946-5874, Fax: 231-946-9634 VISA/MASTERCARD Accepted, Due Upon Receipt

A/R email: melanie@gfa.tc

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

November 18, 2019

Project No:

18258

Invoice No:

1825806

Re: Eaglehurst Estates - Final Phase Water and Sewer Extension

#### Services Performed:

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

#### \*Additional Services:

1. Boundary survey and property corner staking and construction observation for the final phase.

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

#### <u>Professional Services from September 1, 2019 to November 9, 2019</u> Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineer Review	2,500.00	100.00	2,500.00	2,500.00	0.00
Bidding	2,500.00	100.00	2,500.00	2,500.00	0.00
Construction Observation/Oversight	9,000.00	100.00	9,000.00	9,000.00	0.00
Project Close Out	750.00	100.00	750.00	0.00	750.00
Boundry, Right-of-Way Survey	850.00	100.00	850.00	850.00	0.00
*ADDITIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
*1-Boundary Survey, Prop. Corner Staking	950.00	100.00	950.00	950.00	0.00
*1-Construction Observation	4,200.00	100.00	4,200.00	4,200.00	0.00

Project	18258	GARFIELD/PLN F	REV,CM,CS/EAGLEH	HURST EST/GT	Invoice	1825806
Total F	ee	20,750.00	20,750.00	20,000.00	750.00	
		1	Total Fee			750.00
				Total this Invoice		\$750.00

Gourdie-Fraser, Inc. 123 West Front Street, Suite A Traverse City, MI 49684

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A/R email: melanie@gfa.tc

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

August 31, 2019

Project No:

18419

Invoice No:

1841905

Re: The Crown, Phase III - Water and Sewer Extension

#### Services Performed:

- 1. Engineering services for meeting with development engineer, plan review and Act 399 and Part 41 permit assistance for the water and sewer extension.
- 2. Construction observation and oversight for the water main and sanitary sewer extension.
- 4. Project turnover for review drawings and easements, review of close out and turnover documents to township.

#### \*Additional Escrow:

1. 07/19/19 Engineer review and construction observation \$650.00

Project Location: West Crown Drive, Traverse City

#### Professional Services from July 21, 2019 to August 31, 2019 Fee

Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
3,500.00	100.00	3,500.00	3,500.00	0.00	
400.00	100.00	400.00	400.00	0.00	
6,120.00	85.00	5,202.00	2,998.80	2,203.20	
250.00	0.00	0.00	0.00	0.00	
1,000.00	0.00	0.00	0.00	0.00	
11,270.00		9,102.00	6,898.80	2,203.20	
	Total	Fee			2,203.20
	3,500.00 400.00 6,120.00 250.00 1,000.00	Fee         Complete           3,500.00         100.00           400.00         100.00           6,120.00         85.00           250.00         0.00           1,000.00         0.00           11,270.00         0.00	Fee         Complete         Earned           3,500.00         100.00         3,500.00           400.00         100.00         400.00           6,120.00         85.00         5,202.00           250.00         0.00         0.00           1,000.00         0.00         0.00	Fee         Complete         Earned         Billing           3,500.00         100.00         3,500.00         3,500.00           400.00         100.00         400.00         400.00           6,120.00         85.00         5,202.00         2,998.80           250.00         0.00         0.00         0.00           1,000.00         0.00         0.00         0.00           11,270.00         9,102.00         6,898.80	Fee         Complete         Earned         Billing         Billing           3,500.00         100.00         3,500.00         3,500.00         0.00           400.00         100.00         400.00         400.00         0.00           6,120.00         85.00         5,202.00         2,998.80         2,203.20           250.00         0.00         0.00         0.00         0.00           1,000.00         0.00         0.00         0.00         0.00           11,270.00         9,102.00         6,898.80         2,203.20

Total this Invoice

\$2,203.20

Gourdie-Fraser, Inc. 123 West Front Street, Suite A Traverse City, MI 49684

Phone: 231-946-5874, Fax: 231-946-9634 VISA/MASTERCARD Accepted, Due Upon Receipt

A/R email: melanie@gfa.tc

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

November 18, 2019

Project No:

19180

Invoice No:

1918002

Re: Chelsea Park West, Water and Sewer Extension (Escrow)

Services Performed: Engineering services for review of plan and record drawings. Turnover of documentation that meets the standard specifications for Garfield Township and Grand Traverse County DPW. Construction observation and materials testing services for full time observation.

#### <u>Professional Services from July 21, 2019 to November 9, 2019</u> Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Engineer Review	2,000.00	100.00	2,000.00	2,000.00	0.00	
Construction Observation	11,500.00	56.00	6,440.00	0.00	6,440.00	
Proj. Turnover, Close Out	1,000.00	0.00	0.00	0.00	0.00	
Total Fee	14,500.00		8,440.00	2,000.00	6,440.00	
		Total	Fee			6,440.00
				Total this Invoice	ce	\$6,440.00

Gourdie-Fraser, Inc. 123 West Front Street, Suite A Traverse City, MI 49684

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A/R email: melanie@gfa.tc

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

November 18, 2019

Total this Invoice

Project No:

18399

Invoice No:

1839901

\$5,000.00

Re: Water Reliability Study, Brimley Service District

Services Performed: Engineering services for preparation and submission of report to EGLE compliant with Safe Drinking Water Act. Report includes evaluation of historical flows and trends, infrastructure capacity assessment, future use projections and capital improvement projects with cost estimates.

#### <u>Professional Services from November 1, 2018 to November 9, 2019</u> Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Research	1,500.00	100.00	1,500.00	0.00	1,500.00	
Report	3,000.00	100.00	3,000.00	0.00	3,000.00	
EGLE Communication	500.00	100.00	500.00	0.00	500.00	
Total Fee	5,000.00		5,000.00	0.00	5,000.00	
		Total F	ee			5,000.00

Gourdie-Fraser, Inc. 123 West Front Street, Suite A Traverse City, MI 49684

Phone: 231-946-5874, Fax: 231-946-9634 VISA/MASTERCARD Accepted, Due Upon Receipt

A/R email: melanie@gfa.tc

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

November 18, 2019

Project No:

19029C

Invoice No:

19029324

Re: Cass Road Drainage Project

Services Performed: Engineering services for 10th plan review for water and sewer impacts, assistance with plan revisions and technical specifications to obtain a Part 41 and Act 399 water and sewer permit. Additional scope of services include monthly meeting (phone conference) with team, meetings with Chuck Korn, Steve Largent and Grand Traverse County on project status.

#### Professional Services from October 6, 2019 to November 9, 2019

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager	4.00	130.00	520.00	
Totals	4.00		520.00	
Total Labor				520.00
		Total this	Invoice	\$520.00

Gourdie-Fraser, Inc. 123 West Front Street, Suite A Traverse City, MI 49684

Phone: 231-946-5874, Fax: 231-946-9634 VISA/MASTERCARD Accepted, Due Upon Receipt

A/R email: melanie@gfa.tc

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

November 18, 2019

Project No:

19029C

Invoice No:

19029325

Re: Eagle Hurst, Water and Sewer Lateral Charge and Amendment

Services Performed: Engineering services for final tabulation of costs and appropriation to lots. Preparation of lateral charge fees and ordinance amendment. Submission of documents to Garfield Township Board for approval.

#### <u>Professional Services from October 6, 2019 to November 9, 2019</u> Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager	2.00	130.00	260.00	
Totals	2.00		260.00	
Total Labor				260.00
		Total this	Invoice	\$260.00

Gourdie-Fraser, Inc. 123 West Front Street, Suite A Traverse City, MI 49684

Phone: 231-946-5874, Fax: 231-946-9634 VISA/MASTERCARD Accepted, Due Upon Receipt

A/R email: melanie@gfa.tc

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

November 18, 2019

Project No:

19177

Invoice No:

1917704

Re: Silver Lake Park Improvements

Services Performed: Engineering, survey and construction services for presentation of conceptual drawings and cost estimated to improve amenities at the existing park including a parking lot addition, trail and sidewalk extensions and well house structure as fully described in proposal letter dated May 30, 2019.

Services include topographic survey. Design of site, architectural and landscaping. Contract, bid documents and assistance. Construction layout and staking, observation, materials testing, administration and engineering.

Project Location: 1785 North East Silver Lake Road

#### Professional Services from October 6, 2019 to November 9, 2019 Fee

Billing Phase		Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Topographic Su	rvey	3,500.00	100.00	3,500.00	3,500.00	0.00	
Site Design, Arc Landscape	chitectural,	19,200.00	100.00	19,200.00	19,200.00	0.00	
Contract, Bid Do	ocument	2,500.00	100.00	2,500.00	2,500.00	0.00	
Construction La Staking	yout and	2,500.00	30.00	750.00	0.00	750.00	
Const. Observat Materials Testin		7,600.00	22.3684	1,700.00	0.00	1,700.00	
Construction Administration, Engineering		2,000.00	32.50	650.00	650.00	0.00	
Total Fee		37,300.00		28,300.00	25,850.00	2,450.00	
			Total	Fee			2,450.00
Reimbursable Expenses							
CHASE CARDMEMBER SERVICES							
10/29/2019	GRAND TR DEP	AVERSE HEA	LTH SECS	PERMIT FEE		402.50	
MITA							
11/9/2019	MITA			RTISEMENT/S		57.50	
	Total Reim	bursables	LAKE	REC FACILITY	211E IIVIP	460.00	460.00

	Project	19177	GARFIELD/FD,TOPO,BID,CS/SILVER LK PARK	Invoice	1917704	
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Total this Invoice

\$2,910.00

MTT Update Prepared for Garfield Twp Board

By: Amy L DeHaan, MMAO(4) - Assessor As of: December 2, 2019

sed laxable state   Section   States   States   States   Section   Section	-	Parent Pale		
u	As	Taxable	le Assessed Ta	Taxable Assessed Ta
,	999) \$	545,000	898,542 \$ 545,000 \$ 545,000	\$ 898,542 \$ 545,000 \$
	-559			WITHDRAWN
\$	\$	3,365,406	,900 \$ 3,365,406 \$ 3	\$ 3,365,406 \$ 3
\$ (342,000) N	(342,000)	3,926,900	\$ 3,926,900 \$	\$ 3,926,900 \$
s	s	3,529,419	,132 \$ 3,529,419 \$	\$ 3,529,419 \$
5,600) \$ (199,987)	\$ (2,755,600)	4,021,145	\$ 4,118,700 \$	\$ 4,118,700 \$
s	\$	800,000	\$ 000'008 \$ 000'0	\$ 800,000 \$
(190,000) \$ (005,000)	0 \$ (200,500)	1,090,000	00'060'1 \$ 000'060'1 \$	\$ 1,090,000 \$ 1
\$ (348	0 \$ (348,100)	421,800	769,900 \$ 421,800 \$ 421,80	,900 \$ 421,800 \$
-45%	-459			WITHDRAWN
\$ (1	\$ (1	1,912,500	,400 \$ 1,912,500 \$	\$ 1,912,500 \$
\$ (807,400)	(807,400)	2,750,000	\$ 2,750,000 \$ 2,750,00	s
judgment from MTT.				
\$	S	3,787,206	3,800 \$ 3,787,206 \$	\$ 5,038,800 \$ 3,787,206 \$
\$ (3	\$ (6	6,786,919	7,074 \$ 6,786,919 \$	\$ 6,786,919 \$
2,000]] \$ (342,000)]	s	20	SETTLED VALUES: 20	
\$	2019 \$ (2,956,100)	20	20	20
2018 \$ (2,503.19) Garfield Potential Tax Loss	201			
2019 \$ (6,340.31)	201			
2018 \$ (684.00) ACTUAL TWP TAX LOSS	201			
177 AGE (1) 20 ATT	201			
4	-			

Board Members,
I am pleased to report that all Tribunal cases have been settled going into 2020, which is a first in my career as an Assessor.
Due to this, there will be no further MTT updates until the 2020 cases begin to be filed, which will likely be in late April/May.
As always, if you have any questions for me, please let me know.
- Amy



# **Charter Township of Garfield**

**Grand Traverse County** 

3848 VETERANS DRIVE TRAVERSE CITY, MICHIGAN 49684 PH: (231) 941-1620 • FAX: (231) 941-1588

CHUCK KORN SUPERVISOR LANIE McMANUS
CLERK

JEANE BLOOD LAW TREASURER

MOLLY AGOSTINELLI, TRUSTEE ROBERT L. FEATHERSTONE, TRUSTEE

DENISE SCHMUCKAL, TRUSTEE KIT WILSON, TRUSTEE

#### **MEMORANDUM**

DATE:

November 12, 2019

TO:

Chuck Korn, Supervisor

**Township Board** 

FROM:

Amy L. DeHaan, Assessor

SUBJECT:

Fineout Dr (Road Name Approval)

It was brought to our attention that the property owners along this currently un-named private road (see attached) have addresses on N East Silver Lake Road, but use Fineout Drive to access their properties. This issue has been discussed with Grand Traverse County GIS and 9-1-1. The consensus is that naming the road as well as changing the property addresses to Fineout Drive is in the best interest of the property owners in terms of being able to locate them in an emergency.

Several of the property owners along this road have expressed their concern over this as well. This change affects a total of 8 properties. The easement has been in place since at 1980 on the parcels furthest to the North (05-031-002-00, 05-031-001-20, 05-031-001-10 and 05-031-001-00), and around the same time for the other parcels (05-031-012-40, 05-031-012-30 (with 05-031-012-20 accessory building only – same owner), 05-013-012-00 and 05-031-005-10).

Once the Township approves the use of the name for this private road, the County will issue new addresses to each of the parcels affected. And, the property owners will place a sign at the end of the road and begin using the new addresses.

Thank you for your consideration of this matter.





#### **Proposed Road Name**

Applicant Na	me:	
Location of Road:		
Section: 31	T <u>27</u> N; R <u>11</u> W	
Proposed Road Name:		
	FINEOUT	DR
Directional	Street Name	Street Type
Existing Road Name: (If change is requested)		
Directional	Street Name	Street Type
Approval:		
<ul><li>Approved</li><li>Denied</li></ul>	by Grand Traverse Equalization on11/6/20	019
Comments:		
Signature: Jos	h Green  Digitally signed by Josh Green  DN: cn=Josh Green, o=Grand Traverse County,  ou=Equalization Department,  on=Equalization Department,  Date: 2019.11.06 10:05:46 -05:00!	

This notice attests to the uniqueness of the proposed road name within Grand Traverse County and its uniqueness against any other proposed road names in the last ninety (90) days since the above approval date.

This form does <u>NOT</u> constitute final acceptance of the proposed road name. The local governing unit must ultimately approve a proposed name in accordance with the Grand Traverse County Street and Road Naming Ordinance as amended. Following local unit approval, Grand Traverse Equalization will require notice and or minutes to prompt the naming of the road.

#### If this form appears blank or is missing information:

Please check your email filters, security settings, or the compatibility of your PDF reader application.

#### RESOLUTION TO AMEND THE BUDGET

**RESOLUTION #2019-37-T** 

#### TO THE BOARD OF GARFIELD TOWNSHIP,

ON THE FOLLOWING PAGES YOU WILL FIND **RESOLUTION 2019-37-T.** THESE ARE SOME PROPOSED BUDGET AMENDMENTS FOR THIS BUDGET YEAR. THESE AMENDMENTS ARE TO BRING THE BUDGET INTO CONFORMANCE FOR THE CLOSE OF THE YEAR 2019. PLEASE LOOK THEM OVER AND IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME AT MY OFFICE, BEFORE THE BOARD MEETING SO I CAN EXPLAIN THEM

THANK YOU,

Lanie McManus TOWNSHIP CLERK

#### **Budget Amendments to Increase Expenditure Budgets in Fund 101**

1. To increase cost center Street Lights - Township (448) by \$15,000.00 and take it from Fund Balance.
2. To increase cost center Capital Outlay (900) by \$26,000 and take from Fund Balance.
Moved:
Supported:
Yeas:
Nays:
Absent and excused: None
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 2019-37-T which was adopted by the Township Board of the Charter Township of Garfield on the 10 <sup>th</sup> day of December, 2019.
Lanie McManus, Clerk



# Grand Traverse Conservation District November 2019 Report

#### **CONSERVATION TEAM**

#### OWNER/PARKLAND: City of Traverse City - Brown Bridge Quiet Area

#### Administration

- Prepared and submitted match documents with related memos regarding the release of Brown Bridge Trust Parks Improvement monies for previously approved work at Brown Bridge.
- Attended Brown Bridge Advisory Committee management plan working group meeting.
- Prepared for and held a Brown Bridge Advisory Committee meeting. Subsequently prepared draft minutes.

#### **Routine Monitoring and Maintenance**

- Performed routine trailhead checks to restock outhouses, pick up litter, restock dog waste station, etc.
- Snowplowed trailheads and pole barn area.
- Changed seasonal posters at trailhead info stations to reflect winter topics.
- Installed new Rules signage at canoe landing parking area.
- Installed temporary handrail leading from canoe landing parking area to Browns Landing Bridge
- Used a leaf blower to clear off all major infrastructure before snowfall.
- Chainsawed several downed trees from trails and maintenance access road.

#### Grants

• USFWS Grant (Phase II Wood Project) - Coordinated the delivery of the remaining pieces of large wood to improve in-stream habitat in the river a Brown Bridge.

#### Other

- Participated in a tree planting event at Traverse Heights School as part of ReLeaf Michigan
   DTE grant efforts.
- Coordinated the delivery of the remaining pieces of Large Wood as part of the Phase-II Wood project to improve in-stream habitat in the river a Brown Bridge.

#### OWNER/PARKLAND: Garfield Township - Various

#### Administration

- Met with Township staff regarding renewal of the Resource Management Agreement between GTCD and the Township.
- Submitted amendments to the EGLE Joint Permit Application for the crush gravel trail proposal at Boardman Valley Nature Preserve.



- Provided follow-up budget details to Township Planners for Garfield Township's 2020 fiscal year
- Attended and provided updates at the Township's November Parks and Rec Commission

#### **Routine Monitoring and Maintenance**

- Provided weekly trailhead monitoring checks and refilled dog bag dispensers as necessary.
- Provided weekly walk throughs of the dog park at Silver Lake to swap American Waste totes and refill empty dog bag dispensers.
- Cleared snow as necessary to access trailhead American Waste totes.
- Provided follow-up brush dispersal and invasive species control at Kids Creek Park by contractors
   Wildlife and Wetland Solutions.
- Cleared down trees along trails from the Commons Natural Area and Miller Creek Nature Reserve to maintain safe access.
- Re-posted several down interim trail navigational maps at Commons trail intersects.
- Changed seasonal posters at trailhead info stations to reflect winter topics.

#### OWNER/PARKLAND: Grand Traverse County - Natural Education Reserve

#### Administration

- Met on-site at the NER with Dan Thorell and Kim Balke re: Soil Erosion Permit renewal.
   The dam removal contractors wanted to close their SE permits. GTCD staff prepared and submitted a subsequent SE application for on-going riverbank restoration and trail work.
- Worked with County staff on the renewal of the three-year resource management agreement.

#### **Routine Monitoring and Maintenance**

- Provided routine weekly checks to monitor trailheads, pick-up litter, and refill dog bag dispensers.
- Closed Beitner Landing outhouse for season.
- Replaced a broken fence post along ADA trail near Lone Pine Trailhead.
- Cleared down trees by chainsaw off trail along Keystone Rapids.
- Changed seasonal posters at trailhead info stations to reflect winter topics.
- Cleaned up a large trash pile dumped at Jack's Landing parking area.
- Continued progress on fencing project along Fox Den trail loop

#### Grants

- Met with Kris Erickson, GT County Parks & Recreation Director and Carl Ferguson, grant writer regarding a Michigan Natural Resources Trust Fund grant application for a footbridge at the Sabin Dam site.
- Great Lakes Restoration Initiative grant Coordinated contractors and labor crews to install 46 larger stock trees along the Boardman River in Sabin bottomlands to finalize plantings for the 2019 field season.

#### Other

Met with a potential major donor for a footbridge where Sabin Dam was located.



- Coordinated contractors Wildlife and Wetland Solutions to provide invasive woody shrub control efforts on fringes of Boardman and Sabin bottomlands with support provided by NW MI's Invasive Species Network.
- Met with Peter Forton to discuss connectivity of the Boardman River Trail along the NER for potential social media coverage.
- Coordinated Pathfinder school students on the removal of non-desirable plastic erosion netting from with the Sabin bottomlands.
- Through an agreement funded by the Conservation Resource Alliance, GTCD staff hired and worked with YouthWorks to install several sections of erosion control blankets on a steep bank within the Boardman bottomlands.
- Stabilized the banks of a small tributary creek within the Sabin bottomlands by grading and seeding banks.

#### OWNER/PARKLAND: Recreational Authority - Hickory Meadows

#### Administration

- Scheduled and prepared agenda for the November HMAC meeting.
- Corresponded with HMAC member Bill Brundage to create drafts for winter groomed trail signage.
- Began a shared google document for draft amendment considerations to the Hickory Meadows Management Plan with the HMAC.
- GPS'ed and mapped winter groomed trails.

#### **Routine Monitoring and Maintenance**

- Provided weekly trailhead monitoring checks and refilled dog bag dispensers as necessary.
- · Cleared down trees off established trails by chainsaw.
- Finalized brush clearing efforts in preparation of winter trail grooming efforts.
- Monitored early grooming efforts and use post Nov. 11 storm.
- Downloaded monthly trail counts at the three main trailheads.
- Collected and replenished user surveys from trailheads as necessary.
- Changed seasonal posters at trailhead information stations to reflect winter topics.

#### Other

- Ordered two additional trail counters for informal trail entries to better assess usage patterns.
- Ordered two additional dog waste dispensers to install along trail system.

#### OWNER/PARKLAND: Rotary Camps & Services - East Creek Reserve & Canterbury Woods

#### Administration

Prepared monthly reports, processed bill, and trail steward reports.

#### **Routine Monitoring and Maintenance**

Checked trailheads and picked-up litter as necessary.



- Reassessed need to create a re-routed section of trail that would more accurately corresponded to onsite trail maps.
- Changed seasonal poster displays from fall to winter.

#### Other

- Spoke with users interested in using the property for recreational purposes.
- Spoke with hunters...none expressed any concerns.

#### **BOARDMAN RIVER STEWARDSHIP**

- Attended a Great Lakes Leadership Academy event entitled Landscape x Leadership: Visioning Conversations for Activation and Action.
- Attended a FishPass public open house at the Opera House.
- Coordinated the delivery of the large wood for the Phase-II instream habitat project at Brown Bridge.
- Planned for and held a Phase-II Wood update meeting.
- Prepared and submitted a Fisheries Habitat Program Grant application to restore the abandoned and eroding working pad at the North Branch sand trap site off Guernsey Lake Road.
- Met with the Watershed Center GT Bay and others regarding the Boardman Collaborative, an effort to determine the management structure for the Boardman River watershed post dam removal.

#### **ENVIRONMENTAL EDUCATION**

Nature Center Visitation this Month: 409 Program Participants this month: 319

Drop ins this month: 90

Nature Center Visitation this year: 9,018

Nature Center Visitation Nov 2018: 248 Program Participants Nov 2018: 166

Drop-in Nov 2018: 82

Nature Center Visitation since 2008: 94,640

#### Program Participation & Program Planning:

- The Boardman River Nature Center hosted the annual meeting for the Grand Traverse Conservation District.
- The Nature Center hosted the Northern Michigan Association of Volunteer Administrators monthly meetings.
- Continued work on getting an updated website for the District.
- Completed Employee reviews for the Education team
- 46 families experienced nature-based preschool programming at the Nature Center (92 people total)
- 73 people participated in our new Acorn Explores group for ages 0-4.
- 36 people participated in a Nature themed birthday party rental.
- Received a grant from the Friendly Garden Club to continue our nature-based programming.



#### **FORESTRY ASSISTANCE PROGRAM (FAP)**

#### **On-Site Visits:**

#### Leelanau County

- 1. Foster, 3 acs., Leelanau Twp.
- 2. Thornton, 1 ac. Centerville Twp.
- 3. Black Star Farms, 65 acs., Bingham Twp.

#### **Grand Traverse County**

- 1. Historic Barns, 1 ac., Garfield Twp.
- 2. Scussel, 20 acs., Garfield Twp.
- 3. Perry, 4 acs., Long Lake Twp.

#### **Benzie County**

- 1. DeLong, 86 acs., Crystal Lake Twp.
- 2. Anderson, 5 acs., Homestead Twp.

Written Forest Management Recommendations: 1 QFP Verifications: 1 MAEAP/FWH Verifications: 0 FAP Referrals to Private Sector: 4

FAP Referrals to Public Sector: 1 In-office Contacts: 23 landowners

Follow-up Contacts: 33 landowners/qualified foresters

#### FAP Promotion/Program Development:

- 1. Meeting with Benzie/Crystal Lake Overlay District tree committee
- 2. Attend LCD Annual Meeting
- 3. Entry of landowners into GIS
- 4. Plan for Timber and Taxes Workshop, January 15
- 5. Attend BCD Annual Meeting
- 6. Cover LCD office

#### PRODUCE SAFETY

#### **ORGANIZATIONAL**

- Review of Strategic Plan
- Annual Meeting Slides for Produce Safety
- Article for Newsletter
- Social Media Posts



 Website Updates- staff page, shoreline erosion description, invasive species resources, and partnerships

### **PRODUCE SAFETY AND FSMA**

• Total farm visits: 2, Follow-up visits: 1

• Follow-up Communication: 11

PSRA: 1 / OFRR: 0

Total completed PSRA Certificates to date: 2

• Total active PSRA: 10

• Farm Referrals by County to Date: 37

Manistee	4
Benzie	3
<b>Grand Traverse</b>	7
Leelanau	14
Antrim	5
Other	4

Total farm contacts: 274

Completed North Carolina State: Intro to Microbial Foodborne Hazards

• Created training program for assisting in Health & Hygiene training at Interlochen Campus

Coordinated Morgan Composting facilities tour for Michigan On-Farm Produce Safety team

 Organized Draft Water Workshop Event for Manistee Co. w/ Jamie, and assistance from Scott and Tyler

 Drafted proposal for presentation for Kalamazoo Conference in partnership with other tech.

Continued planning Ag. Workshop for Antrim County

Meeting with Loghan from Planted Cuisine

o Meeting with David Yuhaus from Hayo-Went-Ha Camps

PSA Educators Call: Produce Safety in tribal culture

 Developed Produce Safety Tech. Training Development Program and google drive resources for techs.

Developed Produce Safety Tech. resource folder

Follow up with water testing labs on FSMA PSR requirements

Coordination of dates of assistance with Michigan On-Farm Produce Safety booths

• Review of PSA Grower Training Slides for upcoming winter PSA Grower Trainings

Attended GTCD and BCD annual meetings, provided update at BCD meeting

Drafted general grant submission for water testing support for growers

Attended Food & Farming Network Planning meeting

### Recent Important Past & Upcoming Events in 2019 (all locations are Michigan unless otherwise noted, this is not the extensive list for year):

• GTCD Large Equipment Tire Recycling Event 9/10/19

Demonstration at Farm Field Safety Day 9/12/19

Advisory Committee Meeting PSP 9/18/19

Presenting on Produce Safety with Grow Benzie 9/20/19

Farms, Food & Health Conference EXPO booth 9/27/19



- Farms, Food & Health Conference Panel Discussion/Presentation on Empowered Advocacy of Food Safety 9/28/19
- ST. PAUL, MN NCR Training Blastoff II 10/9/19-10/11/19
- The Community of Food, Society & Justice Conference- Ann Arbor 10/18/19
- Produce Safety Program Meeting w/ Service Area CD's 10/23/19
- Presenting PSA Grower Training 10/28/19
- MACD Fall Conference 10/28/19-10/30/19
- Post Harvest Handing and Hygiene for Small and Medium Sized Growers- Grand Rapids 12/5/19
- MAEAP Farmstead Systems Training KBS 12/9/19
- GLEXPO Conference 12/10/19-12/12/19
- MI PSA Team Professional Development Holland, MI 1/6/2020-1/7/2020
- Orchard & Vineyard Show 1/14/20-1/15/20
- Northern Michigan Small Farms Conference 1/24/20-1/25/20
- Family Farms Conference- Kalamazoo 2/8/19
- PSA Grower Training Negaunee, MI 3/19/20
- Hosting Agriculture Workshop/Event w/ Antrim CD 3/20/20
- Manistee Conservation District Annual Meeting 3/20/20
- Water Workshop in Manistee w/ Jamie in April
- MOFPS Team Morgan Composting Facilities Tour Sears, MI 6/29/20

Feedback and/or ideas from staff and board members?

### MICHIGAN AGRICULTURE ENVIRONMENTAL ASSURANCE PROGRAM (MAEAP)

Farm Visits: 8 (Antrim/Grand Traverse), 5 (Benzie/Leelanau)

Risk Assessments Completed: 2 (Antrim/Grand Traverse), 8 (Benzie/Leelanau)

Farms Verified: 0

### **Updates:**

- 11/4-11/5: Drone Workshop at NWMHRC
- 11/6: Incubator Farm Partner Meeting
- 11/8: Leelanau Conservation District Annual Meeting
- 11/13: Spotted-Winged Drosophila Summit
- 11/18: GTCD Annual Meeting
- 11/19: Food & Farming Network Input & Engagement Committee Meeting
- 11/20: Food& Farming Network Meeting
- 11/21: Benzie Conservation District Annual Meeting
- 11/21: Fall Film Series: "Living the Change"
- 11/25: Incubator Farm Partner Meeting

### **Current Projects:**

- Working with:
  - o 11 Farms in Antrim
  - o 21 Farms in Grand Traverse



- o 18 Farms in Leelanau
- o 8 Farms in Benzie
- Assisting with utilizing MAEAP fund code for NRCS EQIP Applications
- Coordinating regenerative agriculture film series.
- Collaborating with Antrim Conservation District on spring MAEAP/Produce Safety
- · workshop.
- Conducting 2019 MDARD Well Water Sampling for pesticide residues.
- Coordinating the Fruit & Vineyard show with the Fruit Grower's Council.
- Collaborating with Kalkaska Conservation District for summer 2020 Soil Health Field Day.
- Researching grant opportunities for increased cost-share and field day funding.
- 2020 MAEAP Reverifications
- Collaborating with local partners on Incubator Farm project.
- Serving on Food & Farming Network Input & Engagement Committee to assist with setting new network goals.

### **Upcoming Events:**

- 12/2: Two Benzie County Verifications
- 12/3: Antrim Soil Health Field Day Planning Meeting
- 12/3: Leelanau Conservation District Board Meeting
- 12/4: Antrim Conservation District Annual Meeting
- 12/9: Antrim Agriculture Workshop Planning Meeting
- 12/9-12: Great Lakes Fruit, Vegetable, & Farm Market Expo
- 12/18: Food & Farming Network Social Event

### NORTHWEST MICHIGAN INVASIVE SPECIES NETWORK (ISN)

**Public Inquiry Responses: 924** 

Active Contacts: 205

Passive Contacts: 121,169

Acres Surveyed: 17 Sites Surveyed: 4 Acres Treated: 12 Sites Treated: 3 Volunteer Hours: 0 Volunteers: 0

### **Meetings/Presentations:**

- 11/5 Hosted ISN Partner Meeting; 26 attendees
- 11/8 Presented at Northwest Michigan College Campus Day; 5 contacts
- 11/18 Attended Grand Traverse Conservation District Annual Meeting; 18 present
- 11/19 Presented to GT Academy on Phragmites management; 20 students

### Treatments, Restoration, and Surveys:

Surveyed 17 acres, 5 sites



• Contractor woody invasive treatments: 12 acres, 3 sites

### Other Accomplishments:

- Communicated with 7 local governments regarding Hemlock Woolly Adelgid (HWA) outreach inclusion in their communications/tax mailings
- Submitted final report for USFS CWMA 2018 grant
- Submitted final report for USFS Outreach 2018 grant
- Record Eagle story on HWA; 20,000 passive
- Record Eagle story on native tree plantings; 20,000 passive
- GBB Gold Level article published in Manistee News Advocate; 15,000 impressions
- Facebook reach: 54,324
- Website unique visitors: 1,120
- Instagram reach: 1,920
- September 2019 eNews: 570 opens

### **Upcoming Events:**

• Additional ISN events scheduled: <u>www.habitatmatters.org/eventsworkbees</u>



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
IB	Japanese barberry
MACD	Michigan Association of Conservation Districts
MAEAP	Michigan Agriculture Environmental Assurance Program
MDARD	Michigan Department of Agriculture & Rural Development
MISC	Michigan Invasive Species Coalition
MNLA	Michigan Nursery & Landscape Association
NER	Natural Education Reserve
NMC	Northwestern Michigan College
NRCS	Natural Resources Conservation Service
NWMFFN	Northwest Michigan Food and Farming Network
NWISN	Northwest Michigan Invasive Species Network
OB	Oriental Bittersweet
USFWS	United State Fish & Wildlife Service
SEEDS	501(c)3 nonprofit organization
SFP	Safe Food Program
Tx	Treatment

Fairlane Center South 19000 Hubbard Drive Dearborn, MI 48126-2638 (313) 593-5460 Fax (313) 271-9838 umdearborn.edu/cob

Dear Community Leader,

Thank you for your participation in UM-Dearborn's 2019 eCities program!

Each year, the eCities project collects and analyzes data across Michigan communities as it relates to entrepreneurship, economic development, and job growth. Specifically, the study examines five-year's worth of publicly available data relating to community growth and investment metrics that impact the business community. This information is available on the performance report and showcases your community's progress on a number of key values. Further, the data points are benchmarked against the State of Michigan, as well as the other 276 participating communities, allowing you to easily interpret your results. Award certificates are included for communities that showed the most success numerically over the last five years. Top performers are considered five-star communities, while the next best performers are four-star communities.

In addition, we invited each community to answer four best practice questions regarding talent attraction and retention initiatives, impactful partnerships, and small business attraction. These responses enabled us to highlight success stories and strategies throughout Michigan. If your community participated in this portion of the project, a report card containing reviewer feedback about your entries is included.

Summary details of the project are available on the eCities website, umdilabs.com/ecities.

We sincerely appreciate your contribution to the 2019 eCities project. We will send you an email in the summer as the 2020 project commences. We hope that you will join us next year in sharing your local successes and strategies so we can continue supporting development across Michigan. If you have any questions before then, feel free to send me an email.

Thank you for your involvement in this project.

**Timothy Davis** 

Assistant Dean for Student Engagement and Success

College of Business

University of Michigan-Dearborn

# eCities 2019





# GARFIELD CHARTER TOWNSHIP





### GARFIELD CHARTER TOWNSHIP



### PERFORMANCE REPORT

	DATA POINT	FIVE-YEAR COMMUNITY TREND	FIVE-YEAR COMPARISION TREND
A1	Real Commercial Property	1.83%	4.42%
A2	Real Industrial Property	4.36%	3.68%
АЗ	Total Real Property	3.71%	5.08%
A4	Personal Commercial Property	0.77%	1.62%
A5	Personal Industrial Property	-8.21%	-15.96%
A6	Total Personal Property	-0.90%	-2.61%
A7	Total Overall Property	3.31%	4.47%
B1	Non-Depreciated Governmental Assets	1.13%	1.81%
B2	Depreciated Governmental Assets	3.17%	2.30%
В3	Total Governmental Assets	2.34%	2.25%
C1	Non-Homestead Tax Rate	-0.46%	0.78%

eCities examines eleven data points relating to community growth and investment metrics. Using the past five years' data (2014-2018), this document reports your community's growth rate ("Five-Year Community Trend" column) for each data point. The equivalent growth rates, ("Five-Year Comparison Trend" column), are displayed for the state of Michigan values for the first seven points, and the last four points for the 277 eCities 2019 participating communities.

AI-A7 are property values within the community as reported by the Michigan Department of Treasury.

BI-B3 are the year-end governmental assets as reported on your annual audited financial reports.

C1 is the tax rate(s) for non-homestead (non-PRE) properties within the community as reported by the Michigan Department of Treasury.





### **Charter Township of Garfield**

### **Engineering Report / Construction Update**

### November 20, 2019

### I. Water Projects

### Northwest Service District - Water System Improvements

Status below:

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

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

Division III: Booster Station / Mechanical Upgrade design is 75% complete and expected to be finalized in March. Project is slated to be bid in June with a late summer construction. Upon completion, the abandonment of three (3) booster station will occur, area overall will experience 5-10 psi increase in pressure and west side of town will be serviced from the new tank rather than directly from the city.

### US31 / 37 Water Pressure Issues

This area historically experiences low pressure and fire suppression difficulties, specifically Cracker Barrel / Sam's Club. Water that services this area is from McCrea groundwater tank which services the US31/37 corridor by gravity and controlled by Pressure Control Valves to maintain pressures less than 80 psi. McCrea PRV has been proposed to be relocated to addressed this pocket of low pressure in past water studies and capital improvement plans. Recent interest in development in this vicinity have initiated reviews / consideration to complete this work item. Township board approved GFA contract to provide design, permitting and construction / installation of PRV. Project is in for permits and bidding to occur this winter with Spring Construction to take advantage of better pricing and allow for delivery times.

### II. <u>Sewer Projects</u>

### SAW Grant - US 31 Siphon Flow Monitoring

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

### III. General Utilities

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

GFA continues to assist the Township on the proposed Lafranier Water Tank Rehabilitation Project that the City is conducting. Project has been reviewed and approved for storm water and utility compliance with Township Ordinances (subject to conditions). The evaluation of the new tank being a benefit to the existing Townships' infrastructure has been disputed by the Township and many discussions with the City, DEQ and Township have occurred over the past couple years. Restrictions exist for the area serviced by Garfield Booster Station #7 which currently is limited to provide supply to 150 benefits. Based upon past meeting with DEQ, there is a potential for the new tank the City is constructing to benefit the Township and ability to eliminate the need / requirement to install a tank on the southeast side of the Township for Traditions and allow for excess of 150 benefits. Township and GFA are coordinating with City on specifics of operations, ability to initiate and costs. New tank is online and rehabilitation of old tank is currently in process.

### **Water Reliability Study**

GFA completed the last study in 2012 and are to be completed every 5 years. GFA had requested a time extension from DEQ awaiting completion of work on Northwest side of town. With growth and interest to extend system to Olesons / Meadowlane and need for tank to service Traditions, DEQ has requested GFA complete a mini study for each service area (there are 5). This would include flow data and capacity assessment of existing infrastructure. GFA is currently in process of preparing. A complete water study including hydraulic can be completed in future at a dated to be determined. Three (3) of the five (5) have already been completed and approved by DEQ

### **GIS Mapping**

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

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

### <u>Drainage District Improvements / Cass Road 20" Watermain (exposed)</u>

GFA continues to assist the Drain Commission and Township. Bidding and final plans had been initiated however further delays by the Consultant caused the Drain Commissioner to place the project on hold in August. There are ongoing discussions with the Drain Commission, Township and County on how to proceed forward with the project. An independent Drain Attorney has been retained to assist with negotiation on fees and project with Spicer.

### **Water Service Expansion**

Southwest Part of Township: Olesons Development have initiated and expressed an interest to partner to facilitate the extension of municipal watermain to service the respective developments. GFA has prepared budgetary cost estimates for various options to provide access to water service to the southwest side of the township which currently does not exists (terminates at McCrae / US-37). No status update since November 2018

West (Long Lake Township): Two (2) Developments off Gray Road have initiated and expressed an interest to partner to facilitate the extension of municipal watermain to service them GFA has prepared budgetary cost estimates to provide access to water. This was submitted in 2018 and recently Black Bear has reached out again (meeting today 11/20/2019) with interest. Will keep board posted.

### IV. Parks & Recreation

### **Boardman Valley Nature Preserve Site Improvements**

Completed and closed out as of September 2019

### Silver Lake Recreation Area Upgrades / Metro Station 12- Additional Parking

Porject was bid as to phases with parking to be complete in November 2019 (weather permitting) and trails / sidewalk to be completed in Summer 2020. North Country Contracting was awarded the project and doing well with GFA onsite daily monitoring progress. Early snow and wet season has caused delays but hoping to have parking lot graveled and available for use in March for election.

### **Utility Plan Reviews**

### **Contractors Drive (Cass Road)**

GFA represented the Township in full time construction oversight / closeout. All utilities have been installed and GFA is working with applicant on DPW walkthrough and turnover documents.

### Windy Hills (60 Acre Herkner Parcel) - Phase II

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

### Ashland Park - Phase 2 & 3

Plan review has been completed by GFA and in receipt of all DEQ permits. GFA will be providing as needed construction oversight.

### Fox Run

Plans have been approved and am in receipt of all DEQ permits. GFA will be providing as needed construction oversight. Some challenges to access connection to existing gravity sewer have presented themselves and worked with developer / DPW to provide connection.

### Eaglehurst Development - Phase II

All utilities have been installed and was turned over to the Township last month. GFA prepared a lateral charge / amendment to your ordinance to allow for connections and identify fees. This will be presented to board at next meeting for approval.

### Crown - Phase III

GFA represented the Township in construction oversight / closeout. All utilities have been installed and GFA is working with applicant on DPW walkthrough and turnover documents.

### Chelsea Park - West

GFA has completed plan review and in receipt of DEQ permits. GFA will be providing full time inspection and anticipating late fall construction.

### **Harris Hills**

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

### Chelsea Park West - Phase II

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

### Northern Michigan Hospitality Management (Hotels on US-31 south)

GFA has completed preliminary review and awaiting final plan submission to establish escrow and complete full review. GFA to provide fulltime construction oversight / inspection .

### V. 2019 Storm Water & Private Road Plan Reviews

Crown Phase III - Private Road Review	Approved with submitted Revisions
Crown Phase III - SW Review	Approved (final plans with permit and revisions to be submitted to Twp)
Jonkoff Crematorium	Rescinded
Elmers Storage Building - 2nd	
Addition	Approved (final plans and SESC permit to be submitted to Twp)
MacAllister Rentals	Approved (final plans with permit and revisions to be submitted to Twp)
SKF Land Company - Bay Masonry	Approved (final plans with permit and revisions to be submitted to Twp)
1349 Trade Centre Dr, Broad Rentals	Approved (final plans with permit and revisions to be submitted to Twp)
3663 North Country - Surgery Center	Approved (final plans with permit and revisions to be submitted to Twp)
613 Eta Lane	Approved (final plans with permit and revisions to be submitted to Twp)
Chelsea Park, West	Approved (final plans with permit and revisions to be submitted to Twp)
French Manor	Approved (final plans with permit and revisions to be submitted to Twp)
635 Eta Lane	Approved (final plans with permit and revisions to be submitted to Twp)
Living Hope Church Expansion	Approved (final plans with permit and revisions to be submitted to Twp)
Lake Michigan Federal Credit Union	In Review
Harris Hills	In Review



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

## November 2019

	Citations	F	9400-J 5155		Arre	Arroefe	Traffic
Location	Citations		railic Crasiles	0		23(3	Crash
		Fatal	PIA	PDA	OWI	Criminal	Totals
01 Acme	14	0	0	20	5	4	20
02 Blair	25	0	9	35	3	21	41
03 East Bay	49	0	7	38	2	21	45
04 Fife Lake	9	0	3	14	2	-	17
05 Garfield	101	0	10	123	9	53	133
06 Grant	-	0	1	5	0	0	9
07 Green Lake	6	0	2	16	0	11	18
08 Long Lake	3	0	3	17	0	3	20
09 Mayfield	4	0	0	14	0	-	14
10 Peninsula	0	0	1	13	0	0	14
11 Paradise	8	0	0	10	0	5	10
12 Union	4	0	0	4	0	0	4
13 Whitewater	4	0	3	21	0	2	24
29 Fife Lake Vlg	-	0	0	0	0	0	0
30 Kinaslev Vla	-	0	0	0	0	-	0
66 Traverse City	7	0	0	2	_	63	2
84 Out of County	0	0	0	0	0	19	0
Totals	237	0	36	332	19	205	368
			-	04/10/44			

Ticket stats are based on what District Court has entered as of 11/27/19.

Arrest stats are as of 12/01/19.

### **GTMESA November 2019 Operations Report**

Maple Bay house training burn was held on Wednesday Nov 13. This provided personnel, especially newer members a relatively safe environment to see the progression of a fire as it develops in a house. This concluded numerous training events held at this property.

- Oct 30 House Fire Pintail, East Bay Crews quickly extinguished a house fire that started in a chimney chase and caused significant damage to the home. Overhaul took roughly two hours to complete. The investigation was turned over to Chief Belcher.
- **Nov 4 Misc Fire Kings Court, Garfield –** Crews responded to a medical call for a male who passed out. Upon arrival crews found a conscious patient sitting in his home. Crews noticed the unmistakable odor that a fire had occurred in the residence. Upon questioning the patient, he stated he had a fire caused by a lamp that fell onto the dresser and started the wood and other items on fire at some point earlier or the day before. He could not relate how he extinguished the fire. Chief Belcher was contacted and investigated the fire and the patient was transported to Munson.
- Nov 5 Bedroom Fire Woodward, Garfield A call for a bedroom fire was extinguished by a GTSO Sergeant who arrived on scene ahead of fire crews and was able to use two dry chemical extinguishers on a mattress fire. Crews arrived and extinguished remaining embers and pulled the bedding out of the residence and ventilated the home.
- Nov 7 First Heavy Snow All Townships Crews stayed safe while responding to several reported crashes and medical calls in the evening hours due to heavy lake effect snow. Roads especially in Garfield Township were challenging as vehicles slid down some hillsides during responses. No Metro equipment was damaged and injuries were all minor in nature.
- Nov 12 Water Rescue Petobego, Acme Central dispatch received a call just after 7am from a duck hunter that reported he and another man had fallen out of their kayak and canoe while duck hunting on East Bay. The pair had launched from the Petobego area and could not see land due to the snow fall. Three fire departments and the GTSO were involved in the response. Marine 1 launched at Sayler Park, Peninsula FD launched their boat, and Elk Rapids were also deploying a marine unit north of the county line. Kubota 8 and 702 responded to Maple Bay Recreation Area to patrol the beach. Due to poor cell reception or a weak battery contact with the pair was hampered. The two men finally landed on the Mission Peninsula and were taken in by a resident there.
- Nov 13 Carbon Monoxide Avenue E, East Bay Crews responded to a home for a CO alarm activation. Upon inspection and utilizing the gas detector it was found that the gas stove was producing a large amount of CO. The renters and rental company were advised to repair or replace the stove.

GTMESA - EMS Totals, October 2019

Incident Type	Priority 1	Priority 2	Priority 3	Total
Fall	14	20	32	66
Vehicle Accident	23	2	2	27
Chest Pain (Non-Traumatic)	23	1	1	25
nvalid Assist/Lift Assist			22	22
Altered LOC	17	2	2	21
General Weakness	8		11	19
Abdominal Pain	6	5	7	18
Syncope/near-fainting	11	2	3	16
Difficulty Breathing / SOB	12	3		15
Seizure	12		1	13
Alcohol intoxication		3	7	10
Traumatic Injury	1	4	5	10
Medical Alarm		5	4	9
Stroke/CVA	7	1		8
Hemorrhage/Laceration	1	3	1	5
Nausea/Vomiting	2	1	2	5
Psychiatric Problem/Suicide Attempt	1	1	3	5
Assault		1	3	4
Back Pain (Non-Traumatic)			3	3
Epistaxis (Nosebleed)			3	3
Unresponsive	1	1	1	3
Allergic Reaction / Stings	2			2
Choking	1		1	2
CPR	2			2
Death - Priority 5			2	2
Diabetic Emergency	1	1		2
Fever	1		1	2
Hypotension / hypertension	2			2
Overdose - Unintentional		2		2
Burns/Explosion			1	1
Driver Request			1	1
Electrocution/Lightning			1	1
Eye Problem/Injury			1	1
Headache			1	1
Patient Assist Only			1	1
Pregnancy/Childbirth/Miscarriage	1			1
Grand Total	149	58	123	330

### **Fractile Response Times**

Company IS NORTH FLIGHT INC; AND Trip Date IS BETWEEN 10/01/2019 AND 10/31/2019; AND Call Types IS Prehospital; AND Initial Priorities IS P - 1, Lights and Sirens; AND Response Zone IS GARFIELD TWSP-28 6. d. -

Response Time Minutes	Call Count	Cumulative Call Count	Percentage of Total Calls	Cumulative Percentage
Negative Times	1	1	1.00%	1%
00:00 - 00:59	4	5	3.00%	4%
01:00 - 01:59	6	11	5.00%	8%
02:00 - 02:59	16	27	12.00%	21%
03:00 - 03:59	18	45	14.00%	35%
04:00 - 04:59	18	63	14.00%	48%
05:00 - 05:59	24	87	18.00%	67%
06:00 - 06:59	15	102	12.00%	78%
07:00 - 07:59	10	112	8.00%	86%
08:00 - 08:59	9	121	7.00%	93%
09:00 - 09:59	4	125	3.00%	96%
10:00 - 10:59	1	126	1.00%	97%
11:00 - 11:59	1	127	1.00%	98%
14:00 - 14:59	1	128	1.00%	98%
16:00 - 16:59	1	129	1.00%	99%
17:00 - 17:59	1	130	1.00%	100%
Total Calls:	130			

### Clerk's Report

For November 30, 2019 Submitted 12/04/19 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 November in the General Fund, you will find that we had a total of \$103,433.55 Revenues and \$130,506.12 Expenditures. For the year we have a total of \$4,084,893.55 Revenues and \$3,383,144.15 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

12/04/2019 01:00 PM	М	REVENUE REPORT FOR GA	GARFIELD TOWNSHIP		Page:	1/1
User: Lanie		PERIOD ENDING 1	11/30/2019			
DB: Garileid GL NUMBER	DESCRIPTION	2019 ORIGINAL BUDGET	2019 AMENDED BUDGET	YTD BALANCE 11/30/2019	ACTIVITY FOR MONTH 11/30/2019	AVAILABLE BALANCE
1	GENERAL OPERATING FUND					
Dept 000 101-000-403.000	CURRENT REAL PROPERTY TAXES	1,800,000.00	1,800,000.00	2,073,222.28	31.29	(273, 222.28) (2, 059.61)
101-000-407.000	DEL PERSONAL PROP TAXES	00.08	80.00		0.00	80.00
101-000-412.000	SWAMF 14A COLLECTIONS Protested PRE Interest	500.00	8 000 00	891.54	1,248.00	(16.02)
101-000-423.000	S	4,000,00	4,000.00	3,999.27	00.0	0.73
101-000-445.000	PENALTIES & INT. ON TAKES PHITDING PERMITS	220,000.00	220,000.00	262,336.00	24,389.00	(42,336.00)
101-000-476.001	PLANNING FEES	7,500.00	7,500.00	14,100.00	00.0	520.00
101-000-476.002	MAINT INSPECTION FEES	00.008	500.00	1,000.00	450.00	(200.00)
101-000-476.003	TREASURER FEES	00.0	00.00	3,270.00	20.00	(3,270.00)
101-000-476.004	PARK USE FEES	22.000.00	22,000.00	20,870.00	970.00	1,130.00
101-000-476.005	ZONING FEES	00.0	00.0	1,500.00	0.00	(1,500.00)
101-000-566.000	STATE GRANI STATE SHARED REVENUE	1,300,000.00	1,300,000.00	1,164,468.00	00.00	(1, 434,05)
101-000-3/4:000	STATE SHARED REV LIQUOR LA	20,000.00	20,000.00	21,434.03	00:0	20.000.00
101-000-575.000		20,000.00	00.000,02	8.182.64	67.07	(3, 182.64)
101-000-612.000	CHARGES FOR TOWNSHIP SERVICES	00.000,6	00.000.00	21,702.50	00.00	297.50
101-000-627.000	TAX COLLECTION FEES	1,000	1.000.00	366.68	133.34	633.32
101-000-656.000	Ordinance Enforcement Fees	20,000 00	20,000.00	90,922.93	739.75	(70,922.93)
101-000-664.000	EARNED INTEREST	265,000.00	265,000.00	276,507.42	68,844.83	(11,507.42)
101-000-668.002	KENIS & ROIALILES CABLE VIS	17,000.00	17,000.00	26,268.23	6,540.27	(8,208.23)
101-000-668.003	TEED LOSS ON INVES	00.0	0.00	26,468.64	00.0	(55, 779, 33)
101-000-676 000		00.00	00.00	55,779.33		(148.41)
101-000-676.001	Reimbursed Treasurer Legal Fees	00.009	00.009	140.41	•	
Total Dept 000		3,734,480.00	3,734,480.00	4,084,893.55	103,433.55	(350,413.55)
CHIMETING		3,734,480.00	3,734,480.00	4,084,893.55	103,433.55	(350, 413.55)
TOIRL KEVENOES						
Fund 101 - GENERAI	- GENERAL OPERATING FUND:	00 000 100 0	3.734.480.00	4,084,893.55	103,433.55	(350, 413.55)
TOTAL REVENUES		3, 734, 400.00				

12/05/2019 11:45 User: Lanie	AM	EXPENDITURE REPORT FOR PERIOD ENDING	R GARFIELD TOWNSHIP 11/30/2019	HIP		Page: 1/5	
DB: Garfield GL NUMBER	DESCRIPTION	2019 ORIGINAL BUDGET	2019 AMENDED BUDGET	YTD BALANCE 11/30/2019	ACTIVITY FOR MONTH 11/30/19	AVAILABLE BALANCE	% BDGT USED
1 2	GENERAL OPERATING FUND						
Dept 101 - TOWNBOARD		6	C	250	850.00		
101-101-701.100	WAGES - TRUSTEE WAGES - FILE CLERK	35,143.68	35,143.68	34,241.43	1,258.10	902.25	97.43
101-101-701.102	1	12,000.00	NO	750	750		
101-101-701.103	WAGES - TRUSTEE WAGES - TRUSTEE	12,000.00	12,000.00	500	400		
101-101-701.105	WAGES - OFFICE COORDINATOR	32,676.80	NI	784	(9,647.22)		
101-101-726.000	SUPPLIES	5,500.00	8,000.00	242	15.48		
101-101-726.002	SUPPLIES - COPIER MAINTENANCE	7,500.00	7,500.00	4,419.99	359.21	3,080.01	
101-101-801.002	RVI	16,000.00	16,000.00	5,767.63	580.00		
101-101-801.004	LEGAL -Tax Tribunal	10,000.00	17,000.00	,060		(60.00)	
101-101-805.000		6,500.00	6,500.00	8,067.5	224.	(1,567.50)	24.1
101-101-860.000		500.00	500.00	192 1		307.81	1.3 7.6
101-101-900.000	PKINTING & PUBLISHING ADVERTISING	7,500.00		474.	57	2,025.05	0
101-101-960.000	TION & TRAINING	4,000.00	0	42.0		3,757.95	0.0
101-101-965.101 101-101-965.102	DUES & PUBLICATIONS -TOWNBOAR DUES - MICHIGAN TOWNSHIP ASSO	0,500.00	500.0	03.7	. 0	396.2	0.00
Total Dept 101 - TC	TOWNBOARD	209,820.48	209,820.48	167,030.50	(130.92)	42,789.98	79.61
Dept 171 - TOWNSHIP	SUPERVIS			(	0	0	
101-171-701.201	WAGES - SUPERVISOR	75,161.28	75,161.28	69,311.93 40,491.20	3,377.60	3,419.97	92.22
101-171-701.204	- APPRAISER	52,344.21	52,344.21	48,165.28	026	4,178.93	
101-171-701.205	WAGES - ASSESSOR	92,800.59	NN	n	0	1,257.25	
101-171-726.001		3,700.00	3	3,374.54	382.21	(	
101-171-805.000	TED	25,000.00	25,000.00		00.0	16,914.58	
101-1/1-860.200	MILEAGE - SUPERVISOR MILEAGE - ASSESSOR		1,000.00		00.00		
101-171-900.000	PRINTING & PUBLISHING	2,000.00	2,000.00	1,940.27	00.00	59.73	
101-1/1-901.000	ADVERTISING EDUCATION & TRAINING			5,727.90		1,272.10	
-171	EDUCATION - SUPERVISOR DUES & PUBLICATIONS	1,000.00	1,000.00 3,000.00	0.00	0.00	1,000.00	0.00
Total Dept 171 - TG	TOWNSHIP SUPERVISOR	310,417.25	310,417.25	265,637.87	21,271.36	44,779.38	85.57
Dept 191 - ELECTIONS			L	c c			
101-191-701.000	WAGES SUPPLIES	15,000.00	15,000.00	0.00	00.0	15,000.00	98.13
101-191-726.001	POSTAGE	4,000.00	4,000.00	00.0		4,000.00	00.00
101-191-901.000	ADVERTISING			00.0		500.00	
101-191-935.010 101-191-935.015	MACHINE MAINTENANCE COMPUTER SUPPORT SYSTEMS	3,000.00	3,000.00	594.00	594.00	4,406.00	
Total Dept 191 - El	ELECTIONS	32,900.00	32,900.00	5,500.34	594.00	27,399.66	16.72
Dent 215 - TOWNSHIP	P C I E B B B B B B B B B B B B B B B B B B						
215-701		75,161.28	75,161.28	69,311.93	5,781.64	5,849.35	92.22

3/5	AVAILABLE % BDGT BALANCE USED	648.00 82.35 90.00 91.00 475.50 1.05 38.40 97.44 509.16) 150.06	30.91 57.74	32.42 95.81	302.42 95.81	541.56 96.77 736.78 92.19 729.86 73.08 000.00 0.00 88.69 91.13 000.00 0.00	708.14 86.88	0.00 100.00 600.00 70.00 200.00 90.00 200.00 90.00 200.00 90.00 0.00 100.00 356.00 18.58 244.80 95.92 000.00 0.00 0.00 660.00 34.00	93.35 48.05	5,717.95 92.22 8,194.44 84.42 406.29 96.76 (159.30) 115.93 300.00 0.00 300.00 0.00 1,787.90 10.61 2.858.18 42.84
Page:	AV	2.00 2,64 55.00 49,47 0.00 (7,50	21) 69,73	00 50,302	00 50,30	<u> </u>	24 15,70	20,	22 26,49	000 25 4 8 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
	ACTIVIT	1,972. 85. 0. 0. 1,375.	(22, 565.	.0	0	6,651.40 5,651.84 1,428.00 0.00 0.00	13,731.	300.000 100.000 200.000 200.000 200.000 200.000 1,423.22 0.000 340.00	3,163.	5,651 3,923 4,988 0 0 137
TOWNSHIP	YTD BALANCE 11/30/2019	12,352.00 910.00 524.50 1,461.60 22,509.16	95,269.09	1,149,697.58	1,149,697.58	16, 203.07 67,737.01 18,270.14 0.00 911.31 0.00	104,010.28	2,000.00 1,400.00 1,800.00 1,700.00 1,800.00 2,000.00 2,000.00 5,755.20 1,267.45 0.00 340.00	24,506.65	67,755.84 44,410.10 12,152.24 1,159.30 0.00 2121.82
3 GARFIELD 11/30/2019	2019 AMENDED BUDGET	15,000.00 1,000.00 50,000.00 1,500.00 15,000.00	165,000.00	1,200,000.00	1,200,000.00	16,744.63 73,473.79 25,000.00 1,000.00 1,000.00 1,500.00	119,718.42	2,000.00 2,000.00 2,000.00 2,000.00 2,000.00 25,000.00 1,000.00 1,000.00	51,000.00	73,473.79 52,604.54 12,558.53 1,000.00 300.00 2,000.00
EXPENDITURE REPORT FOR PERIOD ENDING	2019 ORIGINAL BUDGET	15,000.00 1,000.00 50,000.00 1,500.00 15,000.00	165,000.00	1,200,000.00	1,200,000.00	16,744.63 73,473.79 25,000.00 1,000.00 1,000.00 1,500.00	119,718.42	2,000.00 2,000.00 2,000.00 2,000.00 2,000.00 2,000.00 1,000.00 1,000.00	51,000.00	73,473.79 52,604.54 12,558.53 1,000.00 300.00 2,000.00
5 AM	DESCRIPTION	0	TOWNSHIP HALL	SERVICES POLICE CONTRACT	POLICE SERVICES	IP BUILDING INSPECTOR WAGES BUILDING ASSISTANT WAGES - BUILDING WAGES - BUILDING WAGES - CONSTRUCTION BOARD SUPPLIES EDUCATION & TRAINING DUES & PUBLICATIONS	TOWNSHIP BUILDING INSPECTOR	NG COMMISSION WAGES - PLANNING FRITING & PUBLISHING ADVERTISING EDUCATION & TRAINING DUES & PUBLICATIONS	- PLANNING COMMISSION	IP PLANNER WAGES - PLANNER WAGES - DEPUTY PLANNER WAGES - PLANNER ASSISTANT SUPPLIES MILEAGE - TOWNSHIP PLANNER MILEAGE - DEPUTY PLANNER PRINTING & PUBLISHING
12/05/2019 11:45 User: Lanie	DB: Garfield GI. NUMBER	Fund 101 - GENERAL Expenditures 101-265-935.603 101-265-935.606 101-265-935.606 101-265-935.608		Dept 301 - POLICE 101-301-830.000	Total Dept 301 - 1	Dept 371 - TOWNSHIP 101-371-701.702 101-371-701.703 101-371-701.704 101-371-701.705 101-371-726.000 101-371-960.000	Total Dept 371 - 5	Dept 400 - PLANNING 101-400-701.800 101-400-701.801 101-400-701.804 101-400-701.805 101-400-701.806 101-400-701.808 101-400-801.000 101-400-805.000 101-400-901.000 101-400-965.000	Total Dept 400 - 1	Dept 401 - TOWNSHIP 101-401-701.900 101-401-701.901 101-401-701.902 101-401-726.000 101-401-860.900 101-401-860.901 101-401-900.000

0 4	EXPENDITURE REPORT FOR PERIOD ENDING	R GARFIELD TOWNSHIP ; 11/30/2019	нтр		Page: 4/5	
DB: Garfield GL NUMBER DESCRIPTION	2019 ORIGINAL BUDGET	2019 AMENDED BUDGET	YTD BALANCE 11/30/2019	ACTIVITY FOR MONTH 11/30/19	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL OPERATING FUND Expenditures Total Dept 401 - TOWNSHIP PLANNER	148,236.86	148,236.86	127,939.90	14,799.51	20,296.96	86.31
Dept 410 - ZONING BOARD OF APPEALS 101-410-701.001 WAGES - ZONING 101-410-701.002 WAGES - ZONING 101-410-701.003 WAGES - ZONING 101-410-701.003 WAGES - ZONING 101-410-801.005 WAGES - ZONING 101-410-801.000 LEGAL SERVICES 101-410-805.000 CONTRACTED AND OTHER SERVICES 101-410-901.000 ADVERTISING 101-410-960.000 EDUCATION & TRAINING	1,200.00 1,200.00 1,200.00 1,200.00 1,000.00 1,000.00 1,000.00	1,200.00 1,200.00 1,200.00 1,200.00 1,200.00 1,000.00 1,000.00 1,000.00	400.00 500.00 500.00 300.00 500.00 1,509.80 285.00 1,500.25	100.00 100.00 100.00 100.00 145.00 235.55	800.00 700.00 700.00 900.00 700.00 8,490.20 715.00 499.75 1,000.00	33.33 41.67 41.67 25.00 41.67 15.10 28.50 75.01
Total Dept 410 - ZONING BOARD OF APPEALS	20,000.00	20,000.00	5,495.05	780.55	14,504.95	27.48
Dept 412 - ZONING ADMINISTRATOR 101-412-701.601 WAGES 101-412-701.602 WAGES ZONING 101-412-726.000 SUPPLIES 101-412-860.601 MILEAGE - ZONING ADMIN 101-412-860.602 MILEAGE - DEPT ZONING 101-412-960.000 EDUCATION & TRAINING 101-412-965.000 DUES & PUBLICATIONS	51,665.46 16,000.00 1,000.00 150.00 2,000.00	51,665.46 16,000.00 1,000.00 150.00 150.00 2,000.00	47,644.55 7,506.47 436.56 0.00 0.00	3,974.26 672.01 0.00 0.00 0.00 0.00	4,020.91 8,493.53 563.44 150.00 150.00 2,000.00	92.22 46.92 43.66 0.00 0.00
Total Dept 412 - ZONING ADMINISTRATOR	71,465.46	71,465.46	55,587.58	4,646.27	15,877.88	77.78
Dept 448 - STREET LIGHTS - TOWNSHIP 101-448-920.005 STREET LIGHTS TOWNSHIP	80,000.00	80,000.00	81,333.77	1,922.30	(1,333.77)	101.67
Total Dept 448 - STREET LIGHTS - TOWNSHIP	80,000.00	80,000.00	81,333.77	1,922.30	(1,333.77)	101.67
Dept 747 - COMMUNITY PROMOTIONS 101-747-880.003	15,000.00 3,000.00 820,000.00 20,000.00 100,000.00 2,500.00 8,000.00	15,000.00 3,000.00 820,000.00 20,000.00 100,000.00 2,500.00 8,000.00	3,000.00 13,021.50 0.00 117,809.13	0000000	15,000.00 0.00 806,978.50 20,000.00 (17,809.13) 2,500.00 8,000.00	0.00 100.00 1.59 0.00 117.81 0.00
Total Dept 747 - COMMUNITY PROMOTIONS	968,500.00	968,500.00	133,830.63	00.0	834,669.37	13.82
Dept 806 - TOWNSHIP VEHICLES 101-806-862.000 GAS & CAR WASHES 101-806-863.000 OIL CHANGES 101-806-864.000 MISCELLANEOUS	2,500.00 500.00 1,500.00	2,500.00 500.00 1,500.00	1,182.91 102.77 583.62	101.89 54.29 0.00	1,317.09 397.23 916.38	47.32 20.55 38.91
Total Dept 806 - TOWNSHIP VEHICLES	4,500.00	4,500.00	1,869.30	156.18	2,630.70	41.54
Dept 851 - EMPLOYEE BENEFITS & INSURANCES 101-851-701.000 WAGES 101-851-701.027 UNEMPLOYMENT	6,000.00	6,000.00	2,207.68	551.92	3,792.32	36.79

12/05/2019 11:45 AM		EXPENDITURE REPORT FOR	R GARFIELD TOWNSHIP	HIP		Page: 5/5	
User: Lanie DB: Garfield		PERIOD ENDING 2019 ORIGINAL	11/30/2	YTD BALANCE	ACTIVITY FOR MONTH	AVAILABLE	% BDGT
GL NUMBER	DESCRIPTION	BUDGET	AMENDED BUDGET	11/30/2019	11/30/19	BALANCE	USED
RAL O	OPERATING FUND John Hancock 403B	00.000,06	00.000,06	85,039.90	0.00	4,960.10	94.49
101-851-873.010 101-851-873.020 101-851-873.030	2 Z	5,000.00	5,000.00	123.66	18,676.62	4,876.34 21,219.59	2.47
101-851-873.040 101-851-912.001 101-851-912.002	INSURANCE - EMPLOYEE LIFE INSURANCE - LIABILITY INSURANCE - WORKMENS COMP.	13,000.00	13,000.00	0.00	00.0	13,000.00	0.00
Total Dept 851 - EMPI	- EMPLOYEE BENEFITS & INSURANCES	541,000.00	541,000.00	473,712.77	25,756.56	67,287.23	87.56
TAL O	- ELECTIONS	2,000.00	2,000.00	1,767.94	0.00	232.06	88.40
	CAPITAL OUTLAY - TOWNSHIP HAL CAPITAL OUTLAY - COMPUTER	15,000.00	15,000.00	6,749.00	5,720.00	8,251.00	44.99
101-900-970.004	1 1	1,000.00	1,000.00	00.00	00.00	1,000.00	0.00
Total Dept 900 - CAPI	- CAPITAL OUTLAY	43,000.00	43,000.00	63,623.06	39,024.00	(20,623.06)	147.96
Dept 965 - TRANSFERS TO OTHER FUNDS 101-965-990.308 TRANFERS TO #30	TO OTHER FUNDS TRANFERS TO #308 PARK SYS	200,000.00	370,000.00	350,000.00	00.0	20,000.00	94.59
Total Dept 965 - TRAN	- TRANSFERS TO OTHER FUNDS	200,000.00	370,000.00	350,000.00	00.00	20,000.00	94.59
TOTAL EXPENDITURES		4,493,181.53	4,663,181.53	3,383,144.15	130,506.12	1,280,037.38	72.55
Fund 101 - GENERAL OF TOTAL EXPENDITURES	OPERATING FUND:	4,493,181.53	4,663,181.53	3,383,144.15	130,506.12	1,280,037.38	72.55

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PERIOD ENDING 11/30/2019

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP

Page: 1/1

DB: Garfield							
GL NUMBER	DESCRIPTION	2019 ORIGINAL BUDGET	2019 AMENDED BUDGET	YTD BALANCE 11/30/2019	ACTIVITY FOR MONTH 11/30/19	AVAILABLE BALANCE	% BDGT USED
- PARK	SYSTEM FUND						
Expenditures				1	0	000	95 70
308-000-701.308	WAGES - PARKS AND RECREATION	8,400.00	8,400.00	2,300.00	200.00	1,289.50	35.53
308-000-801,000	LEGAL SERVICES	2,000.00	2,000.00	010.30	68 40	(68.40)	100.00
308-000-825.000	Const. & Land (Grant, Equip)	00.0	00.0	26.341.45	87.00	(26,341.45)	100.00
308-000-864.000	LLANEOUS	94.000.00	94,000.00	15,539.41	455.54	78,460.59	16.53
308-000-880.001	PROM.	63,000.00	63,000.00	73,666.60	350.00	(10,666.60)	116.93
308-000-880	COM. PROM BONF (IMCA)	46,000.00	46,000.00	34,500.00	0.00	11,500.00	75.00
308-000-880.008	DEOM - GT COMMONS	12,500.00	12,500.00	869.26	0.00	II,630.74	0000
308-000-880.012	PDOM -	5,000.00	5,000.00	00.0	0.00	5,000.00	0.00
308-000-880.013	PROM -	8,500.00	8,500.00	269.50	00.00	8,230.50	3.L.
308-000-880.014	PROM.	26,100.00	26,100.00	5,200.00	00.00	20,900.00	19.92
308-000-880.015	PROM.	44.800.00	44,800.00	2,539.42	00.00	42,260.58	2.67
308-000-880.016	COM. PROM AIDS CREEN FROM MAINTENANCE - MISC, EQUIP	55,000.00	55,000.00	53,030.20	2,274.03	1,969.80	36.42
Total Dept 000		365,300.00	365,300.00	215,034.74	3,734.97	150,265.26	58.87
Dept 851 - EMPLOYN 308-851-873.010	Dept 851 - EMPLOYEE BENEFITS & INSURANCES 308-851-873.010 SOCIAL SECURITY - EMPLOYER	0.00	00.00	175.95	38.25	(175.95)	100.00
Total Dept 851 -	Total Dept 851 - EMPLOYEE BENEFITS & INSURANCES	00.00	00.00	175.95	38.25	(175.95)	100.00
TOTAL EXPENDITURES	10	365,300.00	365,300.00	215,210.69	3,773.22	150,089.31	58.91
Fund 308 - PARK SYSTEM FUND: TOTAL EXPENDITURES	ISTEM FUND:	365,300.00	365,300.00	215,210.69	3,773.22	150,089.31	58.91

### CHARTER TOWNSHIP OF GARFIELD ETHICS POLICY

The township board recognizes that to carry out its mission of service to the community, the township board, officials, employees and volunteers must earn the full confidence of the Charter Township of Garfield community. The residents and taxpayers expect, and are entitled to, a local government that conducts its affairs in a fair, ethical, transparent and accountable manner.

To accomplish these ends, the township board expects compliance with the following Code of Ethical Conduct:

- In conducting their official duties, township officials and employees shall observe both the spirit and intent of all applicable laws, township ordinances, and township policies and procedures.
- Township officials shall act in a fair, impartial manner.
- Actions of officials and employees shall be consistent with the township's best interests, rather than for personal gain.
- The township shall practice transparency in its affairs, unless there is a legal necessity for confidentiality.
- Civility and respect will be demonstrated in all governance processes and in the delivering township programs and services.

### **Definitions**

Whenever in this policy the following terms are used, they shall have the meanings described to them as follows:

- 1. <u>Business entity</u> A business entity includes a corporation, limited liability company, partnership, sole proprietorship, joint venture, unincorporated association, trust, or other business form.
- 2. <u>Township</u> The Charter Township of Garfield, a Michigan Municipal corporation.
- 3. <u>Interest</u> any right, title, or share in something, personal, financial, legal, or equitable, which is owned, held or controlled, in whole or part, directly or indirectly, by a public servant.
- 4. <u>Public Servant</u> A member of the Township board, full or part-time Township employees and any person elected or appointed to any public body of the Township.
- 5. <u>Public Body</u> The Township board, and any board, authority, commission, committee, department, office, or other agency of the Township, and including the Township.
- 6. <u>Compensation</u> Any money, thing of value, or other compensatory or pecuniary benefit received or to be received in return for, or as a reimbursement for, services rendered or to be rendered.
- 7. <u>Relative</u> A spouse, child, parent, sibling, grandparent, grandchild, corresponding inlaw or "step" relation.
- 8. Ethics Policy This policy.

### Public Policy

It is hereby declared to be the policy of the Charter Township of Garfield that all public servants must avoid conflicts between their private interests and those of the general public whom they serve. To enhance the faith of the people and the integrity and impartiality of all public servants, it is necessary that adequate rules be provided for separating their roles as private citizens from their roles as public servants. Where government is based upon the consent of the governed, every citizen is entitled to have complete confidence in the integrity of his/her government.

It is not the intent of this policy to, in any way, limit the right or ability of any public servant to exercise his or her discretion in making legitimate policy decisions which are within their discretion so long as such action does not provide a benefit, which is defined as a benefit not otherwise generally available to others, to that person, relieve the public servant of a particular duty, or treat that person differently than other similarly situated Township residents.

No public servant shall request, use or permit the use of any consideration, treatment, advantage or favor beyond that which is the general practice to grant or make available to the public at large. All public servants shall treat all citizens of the Township with courtesy, impartiality, fairness, and equality under the law.

No public servant shall request, use or permit the use of any publicly owned or publicly supported property, vehicle, equipment, material, labor or service, or money, for the personal convenience or the private advantage of one's self or of any other person. This requirement shall not be deemed to prevent any public servant from requesting, using or permitting the use of such publicly owned or publicly supplied property, vehicle, equipment, material, labor or service which is made available by general practice, to the public at large, or which is provided, as a matter of public policy for the use of public servants in the conduct of official business, as approved consideration for their services to the Township.

### Disclosure of Conflicts of Interest, Actual and Potential

In connection with any actual or potential conflict of interest, the following requirements are established with this policy:

- Business Transactions No public servant, either on his or her behalf or on behalf of any
  other person, shall have an interest in any business transaction with any public body of the
  Township, unless the person shall first make full public disclosure of the nature of such
  interest, and comply with the requirements of Act 317 of 1968, as amended, MCL
  15.321 et seq.
- 2. Proposed Legislation or Pending Decisions Any public servant of the Township who has an interest in any proposed legislation or decision pending before any body of which the public servant is a member shall publicly disclose on the official records of the body, the nature and extent of such interest prior to any vote or official action on the matter. The member shall be excused from voting on the matter if excused by the unanimous consent of the other members present.
- 3. Perceived Conflicts of Interest A member considered to have a conflict of interest shall publically disclose the nature and extent of the potential conflict of interest on the official records of the body prior to any vote or official action on the matter. The member shall be excused from voting on the matter if excused by the unanimous consent of the other members present.

- 4. Dual Employment No public servant shall engage in employment with any other agency or department of the Township. No public servant shall render services for private interest, when such employment or service conflicts with or is incompatible with the proper discharge of his/her duties.
  - Appointees to multi-member boards or commissions, whether paid or unpaid, shall disclose any financial, business, commercial, contractual or other private transaction interest prior to any official action or vote taken, for which the appointee's vote or other official action conflicts with or is incompatible with the interests of the Township.
- 5. Dual Representation A public servant shall make full public disclosure of business involving the Township when attempting to use his or her official position to secure special privileges or exemptions for self or others and shall comply with Section 1 and 3 above.
- 6. Familial Interest Any public servant whose has an interest in any proposed legislation or decision pending before any body of which the public servant is a member shall publicly disclose on the official records of the body, the nature and extent of such interest prior to any vote or official action on the matter. The members shall be excused from voting on the matter if excused by the unanimous consent of the other members present.
- 7. Disclosure Statement Each public servant shall annually sign a disclosure statement which will address conflicts of interest, actual and potential as described in items 1 through 6 of this section. The disclosure statement shall include the date, month, and year, the name, address, and public position held by the public servant. The purpose of such statement will be to remind public servants of those financial interests that might impair their judgment on behalf of the public; informs the public of those interests; and, assists in instilling confidence in the actions of public servants.

### Offer or Acceptance of Gifts or Favors

No public servant, whether paid or unpaid, shall solicit or accept, or give anything of such value which could be interpreted to influence a vote, decision, or other exercise of official authority in any matter involving the Township and does not create the appearance that the public servant is using their position for personal gain. Nothing in this section is intended to preclude campaign contributions which comply with state and federal law.

Gifts to the Township: Nothing in this policy shall prohibit any official or appointee from accepting a gift on behalf of the Township, providing the person accepting the gift shall promptly report the receipt of such gift to the Township Clerk, for the purpose of adding the inventory of property to the Township.

Meals and Entertainment: The Township recognizes that its public servants may, from time to time, attend functions as representatives of the Township where meals and entertainment are provided as part of a business-related function. When representing the Township at a business related function, public servants may accept meals and entertainment valued at less than one hundred dollars (\$100.00) so long as: (1) acceptance of the meal or entertainment does not violate any other section of this policy; (2) acceptance of the meal or entertainment does not create the appearance that the public servant is using their position for personal gain; and, (3) the meal or entertainment is available to other attendees of the business related function. Public servants may exceed the one hundred-dollar (\$100.00) limit if they seek prior approval from the Township Supervisor. In turn, the Township Supervisor shall seek prior approval to exceed the one hundred-dollar (\$100.00) limit from the Township Board.

### **Prohibited Conduct**

All public servants are prohibited from engaging in the following conduct:

- 1. Divulging confidential information to any person not authorized to obtain such information.
- 2. Benefitting financially from confidential information.
- 3. Representing his or her individual opinion as that of the Township.
- 4. Act on behalf of the Township in the making of policy statements, in authorizing any action, agreement or contract, or in promising to prevent any future action, when such public servant has, in fact, no authority to do so.
- 5. Misusing Township personnel resources, property, funds, or assets for personal gain.
- 6. Soliciting or accepting a gift or loan of money, goods, services, or other things of value which tend to influence the way which the public servant performs his or her official duties, except as allowed under Offer or Acceptance of Gifts or Favors, herein.
- 7. Engaging in a business transaction which may cause the public servant to derive a personal profit or gain directly or indirectly as a result of his or her official position, except as allowed under Disclosure of Conflicts of Interest, Actual and Potential, herein.
- 8. Engaging in employment or rendering services that are incompatible or in conflict with the discharge of his or her official duties or that tend to impair his or her independence of judgment.
- 9. Participating in contracts, loans, grants, rate-fixing, or issuing permits involving a business entity in which he or she has an interest, except as allowed under Disclosure of Conflicts of Interest, Actual and Potential, herein.

### **Employment of Relatives**

Garfield Township does allow the employment of qualified relatives of employees. If such employment does not create actual or perceived conflicts of interest. The Township will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- 1. The Township shall not hire a relative of any member of the Township Board.
- 2. Individuals who are related by blood or marriage are permitted to work in the same facility, provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, discipline or career progress could be influenced by the other relative.
- 3. No relatives are permitted to work in the same department or any other positions in which the Township Supervisor believes an inherent conflict of interest may exist.
- 4. Employees who marry while employed are treated in accordance with these guidelines. That is, if, a conflict or an apparent conflict arises as the result of the marriage, one of the employees will be transferred at the earliest practical time.

This policy applies to all Township employment at except for temporary election workers.

An applicant or employee of the Township shall notify the Township in either the application for employment, in the case of an applicant, or in writing to the Township Supervisor, if presently employed by the Township, of such a relationship.

### Public Workplace Environment

Public servants shall support the maintenance of a positive and constructive workplace environment for other public servants and for citizens and businesses dealing with the Township. Public servants shall recognize their special role in dealings with each other, Township residents, and businesses dealing with the Township to in no way create the perception of inappropriate conduct during their work. It is the policy of the Township to ensure that all public servants conduct themselves in a manner that fosters public confidence in the integrity of the Township, its processes, and its accomplishments.

### **Public Disclosure**

Whenever a public disclosure is required by this policy, it may be made orally on the record at a meeting of the public body involved, or in a writing filed with the presiding officer, or if the conflicted official is the presiding officer, the clerk. In both cases it shall be made a part of the record of a regular Township board meeting, and in either event, where applicable, shall include:

- 1. The identity of all persons involved in the interest.
- 2. The source and amount of income derived from the interest that may be considered as resulting from employment, investment or gift. The person required to file a disclosure statement in accordance with this policy must verify, in writing, under penalty of perjury, the information in the statement is true and complete as far as he or she knows.
- 3. Any disclosures required by Act 317 of 1968, as amended, MCL 15.321 et seq.
- 4. Board members representing the Township on any other committee, board, or commission shall report, in writing to the Township Clerk, any conflicts arising at the public bodies.

### Compliance and Enforcement

This Ethics Policy expresses the standards of ethical conduct expected for public servants of the Township. Each public servant has the responsibility to ensure that they understand and meet the ethical standards expressed in this policy. This policy shall be included in the regular orientations for all new public servants. A statement affirming that that have read and understood the Ethics Policy shall be signed by all public servants.

Any individual who believes that a violation exists as prohibited by this policy may make a complaint which shall be a signed, written formal complaint to the Township Board, who shall cause same to be investigated by controlling authority as follows:

- 1. Elected and appointed public servants of the Township to the Township Supervisor. In matters concerning the Township supervisor, to Township clerk.
- 2. Employees, full and part-time, of the Township to the Township Supervisor.

The above listed authorities shall take appropriate action upon any complaint or request for information concerning the code of ethics of the Township. The appropriate action to be taken in any individual case shall be at the discretion of the controlling authority involved, which may include but is not limited to any of the following:

- 1. Referral of the matter to a Township attorney;
- 2. Pursuing further investigation by the controlling authority;
- 3. Recommending appropriate disciplinary action, including removal from appointed position or employment, in accordance with the regulations or policies of the Township or the requirements of any collectively bargained agreement;
- 4. Deeming no action be taken and/or,
- 5. Pursuing such other course of action which is reasonable, just and appropriate under the circumstances.

The above listed controlling authorities may render written advisory opinions, when deemed appropriate, interpreting the code of ethics as set forth in this policy.

### Acknowledgement of Ethics Policy and Annual Training

Upon initial adoption of the Ethics Policy, all existing public servants will receive a copy and shall sign an acknowledgment of receipt of same. Thereafter, a statement acknowledging the Ethics Policy shall be completed on an annual basis by all public servants.

- 1. New employees shall be provided a copy of the policy at the time of orientation.
- 2. Newly elected/appointed public servants shall receive a copy at the time of taking office or appointment.
- 3. The Supervisor or his designee shall be responsible for providing mandatory annual training for all employees of the Township.
- 4. Acknowledgments of initial receipt and annual acknowledgments shall be filed and placed within the employee file and remain in effect until a party is no longer a public servant.

Charter Township of Garfield Planning Department Report No. 2019-159				
Prepared:	December 3, 2019	Pages: 1		
Meeting:	December 10, 2019 Township Board	Attachments:		
Subject:	Garfield Heidbreder Industrial Park Proper	ty Donation		

### **BACKGROUND:**

Currently, the Township possesses an 8.68-acre parcel of land in the Garfield Heidbreder Industrial Park (parcel no. 2 on map). Apparently, the parcel of land was donated to the Township at the time of the construction of the industrial park. The parcel is mainly covered in wetlands so its use is very limited. This parcel is considered "Protected Property" according to the Green Infrastructure Plan Map in the Garfield Township Parks and Recreation Master Plan.

In addition to the Township parcel, there is 11.77 acres in common area for the Garfield Heidbreder Industrial Park (parcel no. 3 on map). This common area is under the jurisdiction of the various property owners within the industrial park. The common area is in the center lower area of the industrial park and along the edges of the south property line, east property line and a portion of the west property line.

Recently, the Township has been approached by Mike Stimac. Mr. Stimac is current owner of parcel 05-025-014-42 in the Garfield Heidbreder Indstrial Park (parcel no. 1 on map). The parcel is 8.49 acres and is generally considered covered in wetlands. Mr. Stimac has offered the parcel as a donation to the Township.

Current zoning of the subject parcel is I-L Limited Mixed Use Industrial Business and current taxable value is \$12,483.00. The subject parcel along with the existing Township parcel provides over 16 acres of protected wetlands. These parcels are in the Mitchell Creek basin and a near the headwaters of the creek.

### **ACTION REQUESTED:**

This report is for information only. No action is being requested. However, if the Township Board is interested in accepting the donation, then the Township should require that all costs associated with the property transfer be incurred by the current owner. Furthermore, the Township Board may want to consider developing a policy for reviewing parcels of land for donation.



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### LEASE AGREEMENT

This Lease Agreement (Lease) is made on \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2019, by and between ACME TOWNSHIP (a Michigan Township hereinafter referred to as "Acme") whose address is 6042 Acme Road, Williamsburg, Michigan 49690, and GRAND TRAVERSE METRO EMERGENCY SERVICES AUTHORITY (an Authority established under and pursuant to the provisions of Act 57, Public Acts of Michigan 1988, as amended, hereinafter referred to as "Metro") whose principal address is 897 Parsons Road, Traverse City, Michigan 49686.

### RECITALS

WHEREAS, Acme owns the real property more particularly described in Section 1 (the "Premises"); and

WHEREAS, Metro desires to rent the Premises for purposes of operating a fire station; and

WHEREAS, it is mutually beneficial to the parties for Acme to lease to Metro that certain real property described in Section 1, and hereinafter referred to as the "Premises" for the purpose of operating a fire station for Metro.

**NOW THEREFORE AND IN CONSIDERATION** of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration received, the parties agree as follows:

- 1. <u>Leased Premises</u>. In consideration of the rents to be paid and the covenants to be performed by Metro under this Lease, Acme leases to Metro and Metro leases from Acme the Premises, more particularly described as that part of the Acme Township Building that makes up the fire station at 6042 Acme Road, Williamsburg, Michigan 49690, which consists of the fire truck bays, and the office and meeting area, and the shared bathrooms. In addition, the Premises include an area for placement of a trailer as living quarters. The above is demonstrated on the attached drawing included as Addendum 2.
- 2. **Term**. The term of this Lease shall be one (1) year commencing on the date of the Lease shown above and terminating on the first anniversary of the Commencement Date (the Term) unless otherwise terminated as provided herein. Metro shall have the right to extend the Term for successive one-year periods (the Renewal Terms) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either party notifies the other of its intention not to renew by providing a written notice one hundred twenty (120) days prior to commencement of the succeeding Renewal Term.
- 3. **Rent**. Metro shall pay to Acme as rent for the Premises, One and 00/100 Dollar (\$1.00) as full rent for the term of this Lease.

- 4. <u>Use</u>. Metro shall use the Premises for the purpose of operating a fire station to provide fire and emergency services including, but not limited to, fire suppression, prevention of fire spread, hazardous material control, rescue, emergency medical services and other emergency services to the public as necessary and as dispatched.
- 5. <u>Utilities</u>. Metro and Acme share the costs for utilities and services. Metro shall pay those costs as shown on the Addendum 1 to this contract. The costs set out above shall be reviewed annually by Acme and Metro and adjusted if required. Should Metro require any additional utility services beyond those listed, Metro and Acme shall determine if sharing is appropriate or if Metro should be solely responsible. Metro shall be responsible for contracting with, and paying directly, a trash removal service if so required by Metro.
- 6. Improvements and Alterations. If Metro desires to make any structural alterations, improvements, or additions to the Premises, Metro must request and receive Acme's written consent prior to construction or implementation of any proposed structural alterations, improvements, or additions which consent shall not be unreasonably withheld. Metro shall be liable to pay all costs of any structural alterations, improvements, or additions that it makes. Acme assumes no financial responsibility or obligation for payment of the cost of any structural alterations, improvements, or additions. However, if Acme determines the structural alterations, improvements, or additions will benefit its portion of the building then Acme may choose to share in the costs. All structural alterations, improvements, and additions made or installed on the Premises by or on behalf of Metro shall upon completion or installation thereof, be and become part of the Premises and property of Acme at the end of the Term or any extension of this Lease. Trade fixtures and equipment brought into the Premises shall not be considered as improvements, and shall remain the property of Metro subject to removal at the expiration of the Term or any extension of this Lease.
- 7. <u>Capital Expenditures</u>. Any capital investment into the Premises paid for by Metro which, exceeds the cost of \$10,000, shall be amortized over twenty (20) years. In the event that this Lease is terminated within twenty (20) years of such capital investment, Acme shall reimburse Metro an amount equal to 1/20<sup>th</sup> of the capital investment for each year remaining in the amortization schedule. An average of the percentage annual contribution by Acme to Metro's budget over a five (5) year period prior to termination of this Lease shall be used as a multiplier to determine the payment due from Acme, by multiplying the average percentage by the total amount of capital expenditure, deducting the resultant amount from the total capital expenditure, and applying the difference to the 1/20<sup>th</sup> amortization schedule.
- 8. Maintenance and Repairs. Acme shall have no obligation whatsoever to maintain or repair the Premises or any portion thereof, such being the sole and exclusive responsibility of Metro. Metro shall, during the Term of this Lease, at Metro's sole cost and expense, keep in good order, condition and repair the roof, floor and slab, structural supports, and exterior walls of the Premises. Costs and expenses for areas like the bathrooms that are indicated as shared on the attached Premises map shall be shared by agreement between Acme and Metro. Costs or expenses for maintenance and repair that benefits both Acme and Metro shall be shared by agreement between Acme and Metro. In addition, Metro shall be responsible for any and all plumbing repairs, driveways and parking lots. Metro shall also, during the term of this Lease

and any renewal or extension thereof, at Metro's sole cost and expense, maintain and repair any and all other portions of the Premises, including, without limitation, its floor coverings, doorways, windows, and walls, and keep the same in substantially the same condition as existed on the Effective Date of this Lease, reasonable wear and tear excepted and subject to damage caused by accidental fire, other casualty or condemnation.

- 9. Insurance. Metro agrees that it will at all times during the Term of this Lease, at Metro's sole cost and expense, carry and maintain, general liability insurance against claims for bodily injury and property damage, in, on, or about the Premises. Such insurance shall afford protection in an amount not less than \$1,000,000.00 with respect to any one occurrence causing bodily injury or property damage. Acme Township, East Bay Township, Garfield Township, their agents, officers, and employees, shall be named as additional insureds. Metro shall furnish Acme with certificates or other evidence acceptable to Acme indicating that the insurance is in effect and providing that the same may not be cancelled or altered except upon thirty (30) days prior written notice to Acme. Additionally, Acme shall procure and carry and maintain at Acme's sole cost and expense, standard property coverage insurance on the Premises and any buildings and improvements of which the Premises forms a part in an amount equal to the replacement cost of such buildings. Acme shall furnish Metro with a certificate or certificates of such insurance policy or policies. Metro shall pay the costs of all insurance carried upon the contents of the building or property brought on the Premises by Metro.
- 10. Waiver of Subrogation. Acme and Metro release each other and their respective officers, employees, representatives, and agents, from any claims for damage to any person, or to the Premises caused by, or that results from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Acme and Metro shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Acme nor Metro shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by paragraph 8.
- 11. <u>Damage or Destruction</u>. If, during the Term of this Lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenantable, the Premises shall be repaired as speedily as possible at Acme's expense unless this Lease is terminated. If during the Term the Premises are partially or totally destroyed by fire or other casualty and the cost of restoring the Premises to the condition before the damage equals or exceeds thirty (30) percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Acme, Acme shall have the right to terminate this Lease by giving Metro written notice of its election to do so within thirty (30) days of the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which the damage occurred. In the absence of notice by Acme, this Lease shall continue and Acme shall cause the Premises to be repaired or restored with due diligence, and Metro's obligations shall abate during the time Metro is prevented from operating in the Premises as a result of the damage.

If the Premises are partially destroyed by fire or other casualty such that the Premises are not rendered entirely unusable by Metro, Metro, at its sole discretion, may continue to perform its obligations as to that part of the Premises that may be used for Metro's business.

- 12. <u>Condemnation</u>. If the whole of the Premises are taken by any public authority under the power of eminent domain, then this Lease shall automatically terminate as of the date that possession is taken. If there is a partial taking of the Premises, then Metro shall have the right, but not the obligation, to terminate this Lease by written notice of such termination to Acme no more than forty-five (45) days upon such taking. Upon the giving of such notice of termination, the Term of this Lease shall expire thirty (30) days from the date such notice is given. If this Lease terminates or is terminated then neither party thereafter shall have any further rights or liabilities thereunder. All damages awarded for the taking shall belong to and be the property of Acme.
- 13. <u>Signs</u>. Metro shall not erect exterior signs on or about the Premises, without Acme's prior written consent. Acme hereby consents to all signs currently located on the Premises.
- 14. <u>Default and Termination</u>. If at any time during the Term of this Lease, either party shall be in default of the performance of any of the covenants, conditions, or provisions of this Lease, and such default shall continue for a period of thirty (30) days after notice thereof in writing has been tendered by the non-defaulting party to the defaulting party, the non-defaulting party, at its discretion, at or after the expiration of said thirty (30) days, declare the Lease terminated. However, the defaulting party shall not be deemed to be in default if it commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.
- 15. <u>Surrender of Premises</u>. Metro shall surrender the Premises to Acme at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear. Any personal property belonging to Metro left on the Premises shall be deemed abandoned, and Acme may take possession of any personal property left by Metro on the Premises. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Metro's expense.
- 16. <u>Indemnification</u>. Acme, its officials, officers, employees, and agents shall not be liable for any loss, death, injury, or damage to persons or property which at any time may be suffered or sustained by Acme, its officials, officers, employees, and agents; Metro, its officials, officers, employees, or agents; or by any person who may at any time be using or occupying or visiting the Premises or be in, on or upon the same, if such loss, death, injury, or damage shall be caused or result from or arise (a) out of the negligence of Metro, its officials, officers, employees or agents, or of any occupant, visitor or user of any portion of the Premises under the terms of this Lease, or (b) out of the operation of a fire station on the Premises, or (c) by virtue of Metro's equipment or property in and upon said Premises. Metro shall indemnify and hold harmless Acme, its officials, officers, employees, and agents (hereinafter referred to as "Indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid including reasonable attorney fees. Metro's duty to indemnify shall not

apply to loss, death, injury, or damage arising by reason of the negligence or misconduct of the Indemnitees.

- 17. No Waiver of Immunities. Nothing in this Lease shall be deemed to waive, modify, or amend any right, remedy, immunity, or legal defense available at law of in equity to either party. Neither Metro nor Acme waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Michigan and of the United States.
- 18. <u>Notices</u>. Notices given under this Lease will be effective if forwarded to a party by hand-delivery; transmitted to a party by confirmed fax; or sent by United Stated Postal Service first class mail, to the address of the party indicated below:

Acme Township Attention: Township Supervisor 6042 Acme Road Williamsburg, MI 49690 Grand Traverse Metro Emergency Services Authority Attention: Fire Chief 897 Parsons Road Traverse City, MI 49686

- 19. **Quiet Enjoyment**. Metro, so long as it shall faithfully perform the agreements, conditions, covenants, and provisions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term, without disturbance by or from Acme, and free from any encumbrance created or suffered by Acme.
- 20. <u>Applicable Law</u>. This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 21. <u>Waiver</u>. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by both parties.
- 22. <u>Third-Party Beneficiaries</u>. This Lease is made solely for the benefit of the parties to this Lease. Nothing contained in this Lease, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims, upon any person, partnership, joint venture, corporation, limited liability company, governmental entity, or other entity, nor shall any of them be a third-party beneficiary of this Lease.
- 23. Entire Agreement. This Lease constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, and other agreements concerning the subject matter contained here. Any amendments to this Agreement must be in writing and executed by both parties.

- 24. <u>Consent not Unreasonably Withheld</u>. In any case where the approval or consent of one party to this Lease is required, requested, or otherwise to be given under this Lease, such party shall not unreasonably delay or withhold its approval or consent.
- 25. <u>Duplicate Counterparts</u>. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.
- 26. <u>Authority</u>. The parties and each individual executing this Lease on behalf of the parties, represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said party, and that this Lease is binding upon each party in accordance with its terms.

27. Effective date. This Lease shall be effective as of the date first stated above.

WITNESSES:	ACME TOWNSHIP
	By: Doug White Its: Township Supervisor  GRAND TRAVERSE METRO EMERGENCY SERVICES AUTHORITY  By: Patrick Parker
	Its: Fire Chief
STATE OF MICHIGAN ) COUNTY OF GRAND TRAVERSE)	
Acknowledged before me in Grand Traverse	County, Michigan on day of
2019, by Doug White, Township Supervisor,	on behalf of Acme Township
Notary public, State of Michigan, County of O My commission expires	Grand Traverse.

STATE OF MICHIGAN )
COUNTY OF GRAND TRAVERSE)
Acknowledged before me in Grand Traverse County, Michigan on day of 2019, by Patrick Parker, Fire Chief, on behalf of Grand Traverse Metro Emergency Services Authority
Notary public, State of Michigan, County of Grand Traverse.  My commission expires

#### LEASE AGREEMENT

#### RECITALS

WHEREAS, East Bay owns the real property more particularly described in Section 1 (the "Premises"); and

WHEREAS, Metro desires to rent the Premises for purposes of operating a fire station; and

WHEREAS, it is mutually beneficial to the parties for East Bay to lease to Metro that certain real property described in Section 1, and hereinafter referred to as the "Premises" for the purpose of operating a fire station for Metro.

NOW THEREFORE AND IN CONSIDERATION of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration received, the parties agree as follows:

- 1. <u>Leased Premises</u>. In consideration of the rents to be paid and the covenants to be performed by Metro under this Lease, East Bay leases to Metro and Metro leases from East Bay the Premises, more particularly described as the fire station located at 110 High Lake Road, Traverse City, Michigan 49686.
- 2. **Term**. The term of this Lease shall be one (1) year commencing on the date of the Lease shown above and terminating on the first anniversary of the Commencement Date (the Term) unless otherwise terminated as provided herein. Metro shall have the right to extend the Term for successive one-year periods (the Renewal Terms) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either party notifies the other of its intention not to renew by providing a written notice one hundred twenty (120) days prior to commencement of the succeeding Renewal Term.
- 3. **Rent**. Metro shall pay to East Bay as rent for the Premises, One and 00/100 Dollar (\$1.00) as full rent for the term of this Lease.
- 4. <u>Use</u>. Metro shall use the Premises for the purpose of operating a fire station to provide fire and emergency services including, but not limited to, fire suppression, prevention of fire spread, hazardous material control, rescue, emergency medical services and other emergency services to the public as necessary and as dispatched.

- 5. <u>Utilities</u>. Metro shall pay for the cost of any utilities which are currently established and under contract (being water, sanitary sewer services, gas, and electric utilities for the Premises). Should Metro require any additional utility services beyond those mentioned, Metro shall pay the cost thereof directly, including any and all connecting fees, and shall directly provide such utility services for operation of the Premises, such to be put into Metro's name, and shall provide the required deposits related to such services. Metro shall be responsible for contracting with, and paying directly, a trash removal service if so required by Metro.
- 6. <u>Improvements and Alterations</u>. If Metro desires to make any structural alterations, improvements, or additions to the Premises, Metro must request and receive East Bay's written consent prior to construction or implementation of any proposed structural alterations, improvements, or additions which consent shall not be unreasonably withheld. Metro shall be liable to pay all costs of any structural alterations, improvements, or additions that it makes. East Bay assumes no financial responsibility or obligation for payment of the cost of any structural alterations, improvements, or additions. All structural alterations, improvements, and additions made or installed on the Premises by or on behalf of Metro shall upon completion or installation thereof, be and become part of the Premises and property of East Bay at the end of Term or any extension of this Lease. Trade fixtures and equipment brought into the Premises shall not be considered as improvements, and shall remain the property of Metro subject to removal at the expiration of the Term or any extension of this Lease.
- 7. <u>Capital Expenditures</u>. Any capital investment into the Premises paid for by Metro which, exceeds the cost of \$10,000, shall be amortized over twenty (20) years. In the event that this Lease is terminated within twenty (20) years of such capital investment, East Bay shall reimburse Metro an amount equal to  $1/20^{th}$  of the capital investment for each year remaining in the amortization schedule. An average of the percentage annual contribution by East Bay to Metro's budget over a five (5) year period prior to termination of this Lease shall be used as a multiplier to determine the payment due from East Bay, by multiplying the average percentage by the total amount of capital expenditure, deducting the resultant amount from the total capital expenditure, and applying the difference to the  $1/20^{th}$  amortization schedule.
- 8. Maintenance and Repairs. East Bay shall have no obligation whatsoever to maintain or repair the Premises or any portion thereof, such being the sole and exclusive responsibility of Metro. Metro shall, during the Term of this Lease, at Metro's sole cost and expense, keep in good order, condition and repair the roof, floor and slab, structural supports, and exterior walls of the Premises. In addition, Metro shall be responsible for any and all plumbing and electric repairs, HVAC repairs, and maintenance of Premises grounds including landscaping, driveways, sidewalks, and parking lots. Metro shall also, during the term of this Lease and any renewal or extension thereof, at Metro's sole cost and expense, maintain and repair any and all other portions of the Premises, including, without limitation, its floor coverings, doorways, windows, and walls, and keep the same in substantially the same condition as existed on the Effective Date of this Lease, reasonable wear and tear excepted and subject to damage caused by accidental fire, other casualty or condemnation.
- 9. <u>Insurance</u>. Metro agrees that it will at all times during the Term of this Lease, at Metro's sole cost and expense, carry and maintain, general liability insurance against claims for

bodily injury and property damage, in, on, or about the Premises. Such insurance shall afford protection in an amount not less than \$1,000,000.00 with respect to any one occurrence causing bodily injury or property damage. Acme Township, East Bay Township, Garfield Township, their agents, officers, and employees, shall be named as additional insureds. Metro shall furnish East Bay with certificates or other evidence acceptable to East Bay indicating that the insurance is in effect and providing that the same may not be cancelled or altered except upon thirty (30) days prior written notice to East Bay. Additionally, East Bay shall procure and carry and maintain at East Bay's sole cost and expense, standard property coverage insurance on the Premises and any buildings and improvements of which the Premises forms a part in an amount equal to the replacement cost of such buildings. East Bay shall furnish Metro with a certificate or certificates of such insurance policy or policies. Metro shall pay the costs of all insurance carried upon the contents of the building or property brought on the Premises by Metro.

- 10. <u>Waiver of Subrogation</u>. East Bay and Metro release each other and their respective officers, employees, representatives, and agents, from any claims for damage to any person, or to the Premises caused by, or that results from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. East Bay and Metro shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither East Bay nor Metro shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by paragraph 8.
- 11. Damage or Destruction. If, during the Term of this Lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenantable, the Premises shall be repaired as speedily as possible East Bay's expense unless this Lease is terminated. If during the Term the Premises are partially or totally destroyed by fire or other casualty and the cost of restoring the Premises to the condition before the damage equals or exceeds thirty (30) percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by East Bay, East Bay shall have the right to terminate this Lease by giving Metro written notice of its election to do so within thirty (30) days of the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which the damage occurred. In the absence of notice by East Bay, this Lease shall continue and East Bay shall cause the Premises to be repaired or restored with due diligence, and Metro's obligations shall abate during the time Metro is prevented from operating in the Premises as a result of the damage.

If the Premises are partially destroyed by fire or other casualty such that the Premises are not rendered entirely unusable by Metro, Metro, at its sole discretion, may continue to perform its obligations as to that part of the Premises that may be used for Metro's business.

12. <u>Condemnation</u>. If the whole of the Premises are taken by any public authority under the power of eminent domain, then this Lease shall automatically terminate as of the date that possession is taken. If there is a partial taking of the Premises, then Metro shall have the right, but not the obligation, to terminate this Lease by written notice of such termination to East Bay no more than forty-five (45) days upon such taking. Upon the giving of such notice of termination, the Term of this Lease shall expire thirty (30) days from the date such notice is

given. If this Lease terminates or is terminated then neither party thereafter shall have any further rights or liabilities thereunder. All damages awarded for the taking shall belong to and be the property of East Bay.

- 13. <u>Signs</u>. Metro shall not erect exterior signs on or about the Premises, without East Bay's prior written consent. East Bay hereby consents to all signs currently located on the Premises.
- 14. <u>Default and Termination</u>. If at any time during the Term of this Lease, either party shall be in default of the performance of any of the covenants, conditions, or provisions of this Lease, and such default shall continue for a period of thirty (30) days after notice thereof in writing has been tendered by the non-defaulting party to the defaulting party, the non-defaulting party, at its discretion, at or after the expiration of said thirty (30) days, declare the Lease terminated. However, the defaulting party shall not be deemed to be in default if it commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.
- 15. <u>Surrender of Premises</u>. Metro shall surrender the Premises to East Bay at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear. Any personal property belonging to Metro left on the Premises shall be deemed abandoned, and East Bay may take possession of any personal property left by Metro on the Premises. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Metro's expense.
- be liable for any loss, death, injury, or damage to persons or property which at any time may be suffered or sustained by East Bay, its officials, officers, employees, and agents; Metro, its officials, officers, employees, or agents; or by any person who may at any time be using or occupying or visiting the Premises or be in, on or upon the same, if such loss, death, injury, or damage shall be caused or result from or arise (a) out of the negligence of Metro, its officials, officers, employees or agents, or of any occupant, visitor or user of any portion of the Premises under the terms of this Lease, or (b) out of the operation of a fire station on the Premises, or (c) by virtue of Metro's equipment or property in and upon said Premises. Metro shall indemnify and hold harmless East Bay, its officials, officers, employees, and agents (hereinafter referred to as "Indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid including reasonable attorney fees. Metro's duty to indemnify shall not apply to loss, death, injury, or damage arising by reason of the negligence or misconduct of the Indemnitees.
- 17. No Waiver of Immunities. Nothing in this Lease shall be deemed to waive, modify, or amend any right, remedy, immunity, or legal defense available at law of in equity to either party. Neither Metro nor East Bay waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Michigan and of the United States.

18. <u>Notices</u>. Notices given under this Lease will be effective if forwarded to a party by hand-delivery; transmitted to a party by confirmed fax; or sent by United Stated Postal Service first class mail, to the address of the party indicated below:

East Bay Charter Township Attention: Township Supervisor 1965 N. Three Mile Rd. Traverse City, MI 49686

Grand Traverse Metro Emergency Services Authority Attention: Fire Chief 897 Parsons Road Traverse City, MI 49686

- 19. **Quiet Enjoyment**. Metro, so long as it shall faithfully perform the agreements, conditions, covenants, and provisions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term, without disturbance by or from East Bay, and free from any encumbrance created or suffered by East Bay.
- 20. Applicable Law. This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 21. <u>Waiver</u>. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by both parties.
- 22. <u>Third-Party Beneficiaries</u>. This Lease is made solely for the benefit of the parties to this Lease. Nothing contained in this Lease, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims, upon any person, partnership, joint venture, corporation, limited liability company, governmental entity, or other entity, nor shall any of them be a third-party beneficiary of this Lease.
- 23. Entire Agreement. This Lease constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, and other agreements concerning the subject matter contained here. Any amendments to this Agreement must be in writing and executed by both parties.
- 24. <u>Consent not Unreasonably Withheld</u>. In any case where the approval or consent of one party to this Lease is required, requested, or otherwise to be given under this Lease, such party shall not unreasonably delay or withhold its approval or consent.
- 25. <u>Duplicate Counterparts</u>. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.
- 26. <u>Authority</u>. The parties and each individual executing this Lease on behalf of the parties, represents and warrants that he/she is duly authorized to execute and deliver this Lease

on behalf of said party, and that this Lease is binding upon each party in accordance with its terms.

27. Effective date. This Lease shall be effective as of the date first stated above.

WITNESSES: EAST BAY CHARTER TOWNSHIP Beth Friend Its: Township Supervisor GRAND TRAVERSE METRO **EMERGENCY SERVICES AUTHORITY** By: \_\_\_\_\_ Patrick Parker Its: Fire Chief STATE OF MICHIGAN COUNTY OF GRAND TRAVERSE) Acknowledged before me in Grand Traverse County, Michigan on \_\_\_\_ day of \_\_\_\_\_ 2019, by Beth Friend, Township Supervisor, on behalf of East Bay Charter Township Notary public, State of Michigan, County of Grand Traverse. My commission expires \_\_\_\_\_\_. STATE OF MICHIGAN COUNTY OF GRAND TRAVERSE) Acknowledged before me in Grand Traverse County, Michigan on \_\_\_\_ day of \_\_\_\_\_ 2019, by Patrick Parker, Fire Chief, on behalf of Grand Traverse Metro Emergency Services Authority Notary public, State of Michigan, County of Grand Traverse. My commission expires \_\_\_\_\_\_.

#### LEASE AGREEMENT

This Lease Agreement (Lease) is made on \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2019, by and between THE CHARTER TOWNSHIP OF GARFIELD (a Michigan Charter Township hereinafter referred to as "Garfield") whose address is 3848 Veterans Drive, Traverse City, Michigan 49684, and GRAND TRAVERSE METRO EMERGENCY SERVICES AUTHORITY (an Authority established under and pursuant to the provisions of Act 57, Public Acts of Michigan 1988, as amended, hereinafter referred to as "Metro") whose principal address is 897 Parsons Road, Traverse City, Michigan 49686.

#### RECITALS

WHEREAS, Garfield owns the real property more particularly described in Section 1 (the "Premises"); and

WHEREAS, Metro desires to rent the Premises for purposes of operating a fire station; and

WHEREAS, it is mutually beneficial to the parties for Garfield to lease to Metro that certain real property described in Section 1, and hereinafter referred to as the "Premises" for the purpose of operating a fire station for Metro.

NOW THEREFORE AND IN CONSIDERATION of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration received, the parties agree as follows:

- 1. <u>Leased Premises</u>. In consideration of the rents to be paid and the covenants to be performed by Metro under this Lease, Garfield leases to Metro and Metro leases from Garfield the Premises, more particularly described as the fire station located at 3000 Albany, Traverse City, Michigan 49684.
- 2. <u>Term</u>. The term of this Lease shall be one (1) year commencing on the date of the Lease shown above and terminating on the first anniversary of the Commencement Date (the Term) unless otherwise terminated as provided herein. Metro shall have the right to extend the Term for successive one-year periods (the Renewal Terms) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either party notifies the other of its intention not to renew by providing a written notice one hundred twenty (120) days prior to commencement of the succeeding Renewal Term.
- 3. <u>Rent</u>. Metro shall pay to Garfield as rent for the Premises, One and 00/100 Dollar (\$1.00) as full rent for the term of this Lease.
- 4. <u>Use</u>. Metro shall use the Premises for the purpose of operating a fire station to provide fire and emergency services including, but not limited to, fire suppression, prevention of fire spread, hazardous material control, rescue, emergency medical services and other emergency services to the public as necessary and as dispatched.

- 5. <u>Utilities</u>. Metro shall pay for the cost of any utilities which are currently established and under contract (being water, sanitary sewer services, gas, and electric utilities for the Premises). Should Metro require any additional utility services beyond those mentioned, Metro shall pay the cost thereof directly, including any and all connecting fees, and shall directly provide such utility services for operation of the Premises, such to be put into Metro's name, and shall provide the required deposits related to such services. Metro shall be responsible for contracting with, and paying directly, a trash removal service if so required by Metro.
- 6. Improvements and Alterations. If Metro desires to make any structural alterations, improvements, or additions to the Premises, Metro must request and receive Garfield's written consent prior to construction or implementation of any proposed structural alterations, improvements, or additions which consent shall not be unreasonably withheld. Metro shall be liable to pay all costs of any structural alterations, improvements, or additions that it makes. Garfield assumes no financial responsibility or obligation for payment of the cost of any structural alterations, improvements, or additions. All structural alterations, improvements, and additions made or installed on the Premises by or on behalf of Metro shall upon completion or installation thereof, be and become part of the Premises and property of Garfield at the end of Term or any extension of this Lease. Trade fixtures and equipment brought into the Premises shall not be considered as improvements, and shall remain the property of Metro subject to removal at the expiration of the Term or any extension of this Lease.
- 7. Capital Expenditures. Any capital investment into the Premises paid for by Metro which, exceeds the cost of \$10,000, shall be amortized over twenty (20) years. In the event that this Lease is terminated within twenty (20) years of such capital investment, Garfield shall reimburse Metro an amount equal to 1/20<sup>th</sup> of the capital investment for each year remaining in the amortization schedule. An average of the percentage annual contribution by Garfield to Metro's budget over a five (5) year period prior to termination of this Lease shall be used as a multiplier to determine the payment due from Garfield, by multiplying the average percentage by the total amount of capital expenditure, deducting the resultant amount from the total capital expenditure, and applying the difference to the 1/20<sup>th</sup> amortization schedule.
- 8. Maintenance and Repairs. Garfield shall have no obligation whatsoever to maintain or repair the Premises or any portion thereof, such being the sole and exclusive responsibility of Metro. Metro shall, during the Term of this Lease, at Metro's sole cost and expense, keep in good order, condition and repair the roof, floor and slab, structural supports, and exterior walls of the Premises. In addition, Metro shall be responsible for any and all plumbing and electric repairs, HVAC repairs, and maintenance of Premises grounds including landscaping, driveways, sidewalks, and parking lots. Metro shall also, during the term of this Lease and any renewal or extension thereof, at Metro's sole cost and expense, maintain and repair any and all other portions of the Premises, including, without limitation, its floor coverings, doorways, windows, and walls, and keep the same in substantially the same condition as existed on the Effective Date of this Lease, reasonable wear and tear excepted and subject to damage caused by accidental fire, other casualty or condemnation.
- 9. <u>Insurance</u>. Metro agrees that it will at all times during the Term of this Lease, at Metro's sole cost and expense, carry and maintain, general liability insurance against claims for

bodily injury and property damage, in, on, or about the Premises. Such insurance shall afford protection in an amount not less than \$1,000,000.00 with respect to any one occurrence causing bodily injury or property damage. Acme Township, East Bay Township, Garfield Township, their agents, officers, and employees, shall be named as additional insureds. Metro shall furnish Garfield with certificates or other evidence acceptable to Garfield indicating that the insurance is in effect and providing that the same may not be cancelled or altered except upon thirty (30) days prior written notice to Garfield. Additionally, Garfield shall procure and carry and maintain at Garfield's sole cost and expense, standard property coverage insurance on the Premises and any buildings and improvements of which the Premises forms a part in an amount equal to the replacement cost of such buildings. Garfield shall furnish Metro with a certificate or certificates of such insurance policy or policies. Metro shall pay the costs of all insurance carried upon the contents of the building or property brought on the Premises by Metro.

- 10. <u>Waiver of Subrogation</u>. Garfield and Metro release each other and their respective officers, employees, representatives, and agents, from any claims for damage to any person, or to the Premises caused by, or that results from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Garfield and Metro shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Garfield nor Metro shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by paragraph 8.
- 11. <u>Damage or Destruction</u>. If, during the Term of this Lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenantable, the Premises shall be repaired as speedily as possible at Garfield's expense unless this Lease is terminated. If during the Term the Premises are partially or totally destroyed by fire or other casualty and the cost of restoring the Premises to the condition before the damage equals or exceeds thirty (30) percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Garfield, Garfield shall have the right to terminate this Lease by giving Metro written notice of its election to do so within thirty (30) days of the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which the damage occurred. In the absence of notice by Garfield, this Lease shall continue and Garfield shall cause the Premises to be repaired or restored with due diligence, and Metro's obligations shall abate during the time Metro is prevented from operating in the Premises as a result of the damage.

If the Premises are partially destroyed by fire or other casualty such that the Premises are not rendered entirely unusable by Metro, Metro, at its sole discretion, may continue to perform its obligations as to that part of the Premises that may be used for Metro's business.

12. <u>Condemnation</u>. If the whole of the Premises are taken by any public authority under the power of eminent domain, then this Lease shall automatically terminate as of the date that possession is taken. If there is a partial taking of the Premises, then Metro shall have the right, but not the obligation, to terminate this Lease by written notice of such termination to Garfield no more than forty-five (45) days upon such taking. Upon the giving of such notice of termination, the Term of this Lease shall expire thirty (30) days from the date such notice is

given. If this Lease terminates or is terminated then neither party thereafter shall have any further rights or liabilities thereunder. All damages awarded for the taking shall belong to and be the property of Garfield.

- 13. <u>Signs</u>. Metro shall not erect exterior signs on or about the Premises, without Garfield's prior written consent. Garfield hereby consents to all signs currently located on the Premises.
- 14. <u>Default and Termination</u>. If at any time during the Term of this Lease, either party shall be in default of the performance of any of the covenants, conditions, or provisions of this Lease, and such default shall continue for a period of thirty (30) days after notice thereof in writing has been tendered by the non-defaulting party to the defaulting party, the non-defaulting party, at its discretion, at or after the expiration of said thirty (30) days, declare the Lease terminated. However, the defaulting party shall not be deemed to be in default if it commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.
- 15. <u>Surrender of Premises</u>. Metro shall surrender the Premises to Garfield at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear. Any personal property belonging to Metro left on the Premises shall be deemed abandoned, and Garfield may take possession of any personal property left by Metro on the Premises. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Metro's expense.
- 16. <u>Indemnification</u>. Garfield, its officials, officers, employees, and agents shall not be liable for any loss, death, injury, or damage to persons or property which at any time may be suffered or sustained by Garfield, its officials, officers, employees, and agents; Metro, its officials, officers, employees, or agents; or by any person who may at any time be using or occupying or visiting the Premises or be in, on or upon the same, if such loss, death, injury, or damage shall be caused or result from or arise (a) out of the negligence of Metro, its officials, officers, employees or agents, or of any occupant, visitor or user of any portion of the Premises under the terms of this Lease, or (b) out of the operation of a fire station on the Premises, or (c) by virtue of Metro's equipment or property in and upon said Premises. Metro shall indemnify and hold harmless Garfield, its officials, officers, employees, and agents (hereinafter referred to as "Indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid including reasonable attorney fees. Metro's duty to indemnify shall not apply to loss, death, injury, or damage arising by reason of the negligence or misconduct of the Indemnitees.
- 17. <u>No Waiver of Immunities</u>. Nothing in this Lease shall be deemed to waive, modify, or amend any right, remedy, immunity, or legal defense available at law of in equity to either party. Neither Metro nor Garfield waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Michigan and of the United States.

18. <u>Notices</u>. Notices given under this Lease will be effective if forwarded to a party by hand-delivery; transmitted to a party by confirmed fax; or sent by United Stated Postal Service first class mail, to the address of the party indicated below:

Garfield Charter Township Attention: Township Supervisor 3848 Veterans Drive Traverse City, MI 49684

Grand Traverse Metro Emergency Services Authority Attention: Fire Chief 897 Parsons Road Traverse City, MI 49686

- 19. **Quiet Enjoyment**. Metro, so long as it shall faithfully perform the agreements, conditions, covenants, and provisions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term, without disturbance by or from Garfield, and free from any encumbrance created or suffered by Garfield.
- 20. <u>Applicable Law</u>. This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 21. <u>Waiver</u>. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by both parties.
- 22. <u>Third-Party Beneficiaries</u>. This Lease is made solely for the benefit of the parties to this Lease. Nothing contained in this Lease, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims, upon any person, partnership, joint venture, corporation, limited liability company, governmental entity, or other entity, nor shall any of them be a third-party beneficiary of this Lease.
- 23. Entire Agreement. This Lease constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, and other agreements concerning the subject matter contained here. Any amendments to this Agreement must be in writing and executed by both parties.
- 24. <u>Consent not Unreasonably Withheld</u>. In any case where the approval or consent of one party to this Lease is required, requested, or otherwise to be given under this Lease, such party shall not unreasonably delay or withhold its approval or consent.
- 25. <u>Duplicate Counterparts</u>. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.
- 26. <u>Authority</u>. The parties and each individual executing this Lease on behalf of the parties, represents and warrants that he/she is duly authorized to execute and deliver this Lease

on behalf of said party, and that this Lease is binding upon each party in accordance with its terms.

27. Effective date. This Lease shall be effective as of the date first stated above.

WITNESSES: GARFIELD CHARTER TOWNSHIP Chuck Korn Its: Township Supervisor GRAND TRAVERSE METRO **EMERGENCY SERVICES AUTHORITY** Patrick Parker Its: Fire Chief STATE OF MICHIGAN COUNTY OF GRAND TRAVERSE) Acknowledged before me in Grand Traverse County, Michigan on \_\_\_\_ day of \_\_\_\_\_ 2019, by Chuck Korn, Township Supervisor, on behalf of Garfield Charter Township Notary public, State of Michigan, County of Grand Traverse. My commission expires \_\_\_\_\_\_. STATE OF MICHIGAN COUNTY OF GRAND TRAVERSE) Acknowledged before me in Grand Traverse County, Michigan on \_\_\_\_ day of \_\_\_\_\_ 2019, by Patrick Parker, Fire Chief, on behalf of Grand Traverse Metro Emergency Services Authority Notary public, State of Michigan, County of Grand Traverse. My commission expires \_\_\_\_\_\_.



# GRAND TRAVERSE METRO EMERGENCY SERVICES AUTHORITY



#### Lease - Capital Expenditures Example

**Scenerio:** A \$100,000 asset is purchased by Metro for a participating Township Station, and after 10 years that Township terminates the lease...what would that Township owe Metro?

	Acme	East Bay	Garfield
Township Ave 5 yr Contribution %	19.06%	32.23%	48.71%
Capital Expenditure	\$ 100,000	\$ 100,000	\$ 100,000
Less: Township portion	19,060	32,232	48,708
Remaining Expenditure to be allocated	\$ 80,940.00	\$ 67,768.00	\$ 51,292.00
1/20th of Remaining Expenditure	4,047.00	3,388.40	2,564.60
Remaining years on amortization schedule	10	10	10
Amount owed back to Metro	\$ 40,470.00	\$ 33,884.00	\$ 25,646.00

#### 2020 GENERAL FUND BUDGET - RESOLUTION 2019-26-T

**WHEREAS,** a hearing was held on December 10, 2019 on the General Fund Budget for the fiscal year 2020 for the Charter Township of Garfield.

the fiscal year 2020 for the Charter Township of Garfield.
<b>NOW, THEREFORE, BE IT HEREBY RESOLVED,</b> that the 2020 General Fund Budget of the Charter Township of Garfield of \$4,080,950 revenues and \$4,080,950 expenditures be approved.
Moved:
Supported:
to approve Resolution 2019-26-T, adopting the 2020 General Fund Budget of \$4,080,950 revenues and \$4,080,950 expenditures as appropriated.
Roll call vote:
Yeas:
Nays: None
Absent and excused: None
The Chairman declared the motion carried and Resolution 2019-26-T adopted this 10th day of December, 2019.
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 2019-26-T which was adopted by the Township Board of the Charter Township of Garfield on the 10 <sup>th</sup> day of December, 2019.

#### 2020 FIRE FUND BUDGET - RESOLUTION 2019-27-T

fiscal year 2020 for the Charter Township of Garfield.
<b>NOW, THEREFORE, BE IT HEREBY RESOLVED,</b> that the 2020 Fire Fund Budget of the Charter Township of Garfield of \$2,100,379 revenues and \$2,100,379 expenditures be approved.
Moved:
Supported:
to approve Resolution 2019-27-T, adopting the 2020 Fire Fund Budget of \$2,100,379 revenues and \$2,100,379 expenditures as appropriated.
Roll call vote:
Yeas:
Nays: None
Absent and excused: None
The Chairman declared the motion carried and Resolution 2019-27-T adopted this 10 <sup>th</sup> day of December, 2019.
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 2019-27-T which was adopted by the Township Board of the Charter Township of Garfield on the 10 <sup>th</sup> day of December, 2019.

#### 2020 PUBLIC IMPROVEMENT ROAD FUND BUDGET - RESOLUTION 2019-28-T

WHEREAS, a hearing was held on December 10, 2019 on the Public Improvement Road

Fund Budget for the fiscal year 2020 for the Charter Township of Garfield.
<b>NOW, THEREFORE, BE IT HEREBY RESOLVED,</b> that the 2020 Public Improvement Road Fund Budget of the Charter Township of Garfield of \$100,000 revenues and \$100,000 expenditures be approved.
Moved:
Supported:
to approve Resolution 2019-28-T, adopting the 2020 Public Improvement Road Fund Budget of \$100,000 revenues and \$100,000 expenditures as appropriated.
Roll call vote:
Yeas:
Nays: None
Absent and excused: None
The Chairman declared the motion carried and Resolution 2019-28-T adopted this 10 <sup>th</sup> day of December, 2019.
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 2019-28-T which was adopted by the Township Board of the Charter Township of Garfield on the 10 <sup>th</sup> day of December, 2019.

#### 2020 BUDGET STABILIZATION FUND BUDGET - RESOLUTION 2019-29-T

nd

WHEREAS, a hearing was held on December 10, 2019 on the Budget Stabilization Fund Budget for the fiscal year 2020 for the Charter Township of Garfield.
<b>NOW, THEREFORE, BE IT HEREBY RESOLVED,</b> that the 2020 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 2019-29-T, adopting the 2020 Budget Stabilization Fund Budget of $\$$ 0.00 revenues and $\$$ 0.00 expenditures as appropriated.
Roll call vote:
Yeas:
Nays: None
Absent and excused: None
The Chairman declared the motion carried and Resolution 2019-29-T adopted this 10 <sup>th</sup> day of December, 2019.
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 2019-29-T which was adopted by the Township Board of the Charter Township of Garfield on the 10 <sup>th</sup> day of December, 2019.

#### 2020 DPW FUND BUDGET - RESOLUTION 2019-30-T

**WHEREAS,** a hearing was held on December 10, 2019 on the DPW Fund Budget for the fiscal year 2020 for the Charter Township of Garfield.

<b>NOW, THEREFORE, BE IT HEREBY RESOLVED,</b> that the 2020 DPW Fund Budget of the Charter Township of Garfield of \$ 0.00 revenues and \$ 0.00 expenditures be approved.
Moved:
Supported:
to approve Resolution 2019-30-T, adopting the 2020 DPW Fund Budget of \$ 0.00 revenues and \$0.00 expenditures as appropriated.
Roll call vote:
Yeas:
Nays: None
Absent and excused: None
The Chairman declared the motion carried and Resolution 2019-30-T adopted this 10 <sup>th</sup> day of December, 2019.
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 2019-30-T which was adopted by the Township Board of the Charter Township of Garfield on the 10 <sup>th</sup> day of December, 2019.
Lanie McManus, Clerk

#### 2020 PARK SYSTEM FUND BUDGET - RESOLUTION 2019-31-T

WHEREAS, a hearing was held on December 10, 2019 on the Park System Fund Budget for the fiscal year 2020 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2020 Park System Fund Budget of the Charter Township of Garfield of \$203,000 revenues and \$302,500 expenditures be approved. Moved: Supported: to approve Resolution 2019-31-T, adopting the 2020 Park System Fund Budget of \$203,000 revenues and \$302,500 expenditures as appropriated. Roll call vote: Yeas: Nays: None Absent and excused: None The Chairman declared the motion carried and Resolution 2019-31-T adopted this 10<sup>th</sup> day of December, 2019. 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 2019-31-T which was adopted by the Township Board of the Charter Township of Garfield on the 10<sup>th</sup> day of December, 2019.

#### 2020 STREET LIGHT FUND BUDGET - RESOLUTION 2019-32-T

**WHEREAS,** a hearing was held on December 10, 2019 on the Street Light Fund Budget for the fiscal year 2020 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2020 Street Light Fund Budget of the Charter Township of Garfield of \$24,242.28 revenues and \$24,242.28 expenditures be approved. Moved: Supported: to approve Resolution 2019-32-T, adopting the 2020 Street Light Fund Budget of \$24,242.28 revenues and \$24,242.28 expenditures as appropriated. Roll call vote: Yeas: Nays: None Absent and excused: None The Chairman declared the motion carried and Resolution 2019-32-T adopted this 10<sup>th</sup> day of December, 2019. 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 2019-32-T which was adopted by the Township Board of the

Lanie McManus, Clerk

Charter Township of Garfield on the 10<sup>th</sup> day of December, 2019.

#### 2020 SPECIAL ASSESSMENT DISTRICT FUND BUDGET - RESOLUTION 2019-33-T

**WHEREAS,** a hearing was held on December 10, 2019 on the Special Assessment District Fund Budget for the fiscal year 2020 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2020 Special Assessment District Fund Budget of the Charter Township of Garfield of \$69,995 revenues and \$69,995 expenditures be approved. Moved: Supported: to approve Resolution 2019-33-T, adopting the 2020 Special Assessment District Fund Budget of \$69,995 revenues and \$69,995 expenditures as appropriated. Roll call vote: Yeas: Nays: None Absent and excused: None The Chairman declared the motion carried and Resolution 2019-33-T adopted this 10th day of December, 2019. 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 2019-33-T which was adopted by the Township Board of the
Charter Township of Garfield on the 10 <sup>th</sup> day of December, 2019.

Lanie McManus, Clerk	

#### RESOLUTION #2019-34-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, 2020, the salary of the office of Township Clerk shall be as follows: \$77,416.12

Moved:	Supported:		
Ayes:			
Nays:			
Absent and Excused:			
	RESOLUTION 2019-34-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 10th day of December, 2019.			
Dated:	Lanie McManus, Clerk Charter Township of Garfield		

#### RESOLUTION #2019-35-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, 2020, the salary of the office of Township Treasurer shall be as follows: \$77,416.12

Supported:

Moved:

	11	
Ayes:		
Nays:		
Absent and Excused:		
	By:  Lanie McManus, Charter Township	
I, Lanie McManus, C	<b>CERTIFICATE</b> lerk of the Charter Township of G	arfield, do hereby certify that the
above is a true and correct the Charter Township of	t copy of a Resolution which was Garfield on the 10th day of Decem	adopted by the Township Board of ober, 2019.
Dated:	Lanie McN	Manus, Clerk wwnship of Garfield

#### **RESOLUTION #2019-36-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, 2020, the salary of the office of Township Supervisor shall be as follows: \$77,416.12

Moved:	Supported:	
Ayes:		
Nays:		
Absent and Excused:		
	RESOLUTION 2019-36-T DECLARED ADOPTED.	
	By:  Lanie McManus, Clerk Charter Township of Garfield	
	CERTIFICATE	
above is a true and corre	Clerk of the Charter Township of Garfield, do hereby certify that the ct copy of a Resolution which was adopted by the Township Board of Garfield on the 10th day of December, 2019.	f
Dated:	Lanie McManus, Clerk Charter Township of Garfield	
	•	

#### **RESOLUTION #2019-25-T**

# RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

**WHEREAS**, 2011 Public Act 152 (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the Act;

WHEREAS, the three options are as follows:

Moved:

- 1) Section 3 "Hard Caps" Option limits a public employer's total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 "80%/20%" Option limits a public employer's share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 "Exemption" Option a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the Charter Township of Garfield Board of Trustees has decided to adopt the annual Exemption Option as its choice of compliance under the Act;

**NOW, THEREFORE, BE IT RESOLVED** that Board of Trustees of the Charter Township of Garfield elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption Option for the medical benefit plan coverage year January 1, 2020 through December 31, 2020.

Supported:

	rr
Ayes:	
Nays:	
Absent and Excused:	
	RESOLUTION 2019-25-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 Resol	lution 2019-25-T which was adopted by the Township
Board of the Charter Township of Garfield	d on the 10th day of December, 2019.
•	•
Dated:	
	Lanie McManus, Clerk

Charter Township of Garfield

Municipal Underwriters of West MI 4171 Wolverine Drive Williamsburg, MI 49690

> Toll Free 888-883-6391 Local 231-421-5008 Fax 231-421-3509

December 4, 2019

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

Dear Lanie:

Enclosed you will find a Summary of Coverage's **for Garfield Charter Township's** 2020-2021 insurance years. The renewal date of your policy is 01/01/2020.

Presently, the structure of the Par Plan is better than ever, consisting of US Specialty Insurance Company. US Specialty Insurance Company's operating strategy is based on prudent capital management, and specializes in insuring specialty market business like the Michigan Township Participating Plan's program.

The Michigan Township Par Plan Grant Program is also available to all members, to date, \$1,900,000 has been provided back to our members for the grant program. Your Dividend for 2018 was \$356.15.

The quoted premium is \$12,938.00. This represents an increase of \$301.00 over last year's beginning premium of \$12,637.00.

Your \$1,000 Deductible on the General Liability has been reduced to 00 Deductible. Your MCCA charge per vehicle has been increased \$28.00 per vehicle.

If you have any questions regarding your insurance coverage's, please do not hesitate to contact me at **888-883-6391**. Your continued confidence of the Michigan Township Participating Plan is appreciated. It's been a privilege to have served **Garfield Charter Township's** insurance needs for the past **34 years**. **Your business is appreciated and important**.

Paul W. Olson

Regional Risk Manager

MUWM

Sincerely,

Municipal Underwriters of West MI Inc.

4171 Wolverine Drive Williamsburg, MI 49690 888-883-6391

polson76@charter.net

Bill To	
Lanie McManus, Clerk	
Garfield Charter Township	
3848 Veterans Road	
Traverse City, MI 49684	
•	

#### Invoice

Date	Invoice #
12/4/2019	3623

Account #	Policy Number
	HMTP-351067

Effective Date	Expiration Date	Insurance Company	Type of Coverage	Charge
1/1/2020	01/01/2021	Michigan Township Par Plan	Package Plan	12,938.00

YOUR POLICY IS IN FULL FORCE AND PAYABLE ON EFFECTIVE DATE. IF NOT WANTED, PLEASE RETURN IMMEDIATELY.

Fax#				
231-421-3509				

Total	\$12,938.00
Payments/Credits	\$0.00
Balance Due	\$12,938.00

# MICHIGAN TOWNSHIP PARTICIPATING PLAN

# SUMMARY OF COVERAGES FOR CHARTER TOWNSHIP OF GARFIELD 2020

Presented By:
PAUL OLSON- RISK MANAGER
Municipal Underwriters of West MI Inc.

#### SUPPORT/SERVICE COMPANIES

#### MARKETING AND SERVICE:

Municipal Underwriters of Michigan, Inc. 935 Robin Hood Lane Grayling, MI 49783 (517) 348-6391 LOCAL (888) 883-6391 MICHIGAN WATTS

#### TECHNICAL ADMINISTRATION:

Michigan Township Participating Plan 1700 Opdyke Court Auburn Hills, MI 48326 (248) 371-3100 - LOCAL (800) 783-1370 - MICHIGAN WATTS (248) 371-3069 - FAX

#### RISK CONTROL ADMINISTRATION

Midwest Risk Control 1700 Opdyke Court Auburn Hills, MI 48326 (248) 371-3100 - LOCAL (800) 536-7425 - MICHIGAN WATTS (248) 371-3069 - FAX

#### **CLAIMS ADMINISTRATION**

Midwest Claims Service 1700 Opdyke Court Auburn Hills, MI 48326 (800) 225-6561 - MICHIGAN WATTS (248) 371-3091 FAX

#### I. COMPREHENSIVE MUNICIPAL LIABILITY COVERAGE:\*

Limit of Liability Per Occurrence \$4,000,000 Limit of Liability Per Aggregate \$6,000,000 Deductible \$None

#### ADDITIONAL INSUREDS:

- 1. Any member of the governing body of the Named Insured
- 2. Any member of boards or commissions of the Named Insured
- 3. Any elected or appointed official of the Named Insured
- 4. Any employee of the Named Insured Including Contracted Assessor
- 5. Any volunteer

#### ADDITIONAL INCLUDED COVERAGES:

- 1. Public Officials RESIDENCE AND PLACE OF EMPLOYMENT
- 2. Premises Medical Payments \$10,000 Limit/Volunteers Included
- 3. Host Liquor Law Liability
- 4. Special Events Liability Fireworks Liability by Endorsement
- 5. Governmental Professional Malpractice Liability
- 6. Incidental Medical Malpractice Liability
- 9. Employee Benefit Liability \$1,000,000/\$3,000,000
- 10. Extended Bodily Injury and Property Damage Liability
- 11. Completed Operations
- 12. Property Legal Liability \$500,000 Limit
- 13. Premises and Operations
- 14. Care, Custody and Control Coverage \$25,000 per occurrence
- 15. Explosion, Collapse and Underground (exclusions deleted)
- 16. Vicarious Liability
- 17. Fellow Member Liability
- 18. Governmental Tort Immunity Waiver
- 19. Non-Owned and Hired auto liability coverage
- 20. Non-Owned and Owned Watercraft Liability-under 26'in length
- 21. Personal Injury Protection Includes:
  - A. FALSE ARREST, DETENTION OR IMPRISONMENT
  - B. MALICIOUS PROSECUTION
  - C. WRONGFUL ENTRY OR EVICTION OR OTHER INVASION OF THE RIGHT OF PRIVATE OCCUPANCY
  - D. LIBEL, SLANDER, ORAL OR WRITTEN PUBLICATION
  - E. MENTAL ANGUISH & MENTAL INJURY

#### PUBLIC OFFICIALS WRONGFUL ACT LIABILITY (Errors & Omissions)

Limit of Liability Per Occurrence: Limit of Liability Aggregate:

\$ 4,000,000 \$ 5,000,000

Deductible:

\$ 1,000

The following are areas of exposure to public officials and employees, which most generally are covered by a legal liability policy:

- 1. A decision or opinion of the municipal board
- 2. A decision or opinion of the fire & ambulance department
- 3. A decision or opinion of the zoning or planning board and zoning board of appeals
- 4. Restrictive Use Sublimit (\$100,000) Suits for loss resulting from the Insured controlling or restricting the use of private property, while not taking legal ownership of said property, we will cover such claims or suits subject to the sublimit.
- 5. Decisions or opinions of Building, Electrical, Plumbing Inspectors and Contracted Assessors
- 6. Alleged negligence or incompetence on the part of any public official or employee including the failure to carry out duties.
- 7. Accusations regarding mismanagement of municipal owned assets
- 8. Inadequate supervision of voter registration & elections
- 9. Improper hiring or firing of employees
- 10. Failure to check auditing & accounting practices
- 11. Violation of Civil Rights: Civil Rights are defined as "means the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, including discrimination based upon religion, race, color, national origin, age, gender (including sexual harassment, unwelcome sexual advance, request for sexual favors, and other verbal or physical conduct or communication of a sexual nature), height, weight, disability, or marital status"
- 12. Back Wages-\$25,000 per person
- 13 Non Monetary Damage Coverage \$25,000 Per suit/\$50,000 Per Policy Limit

Note: Failure of assured to provide or maintain valid insurance policies is not a covered exposure.

#### Municipal Underwriters of West MI Inc.

#### LIMITS II. FLEET LIABILITY COVERAGE: A. Bodily Injury & Property Damage [CSL] \$4,000,000 Statutory B. Personal Injury Protection \$4,000,000 C. Personal Property Insurance \$ 100,000 D. Uninsured Motorists \$4,000,000 E. Non-owned & Hired Auto Liability F. Mini-Tort Liability \$ 500 \$ 100,000 G. Underinsured Motorists

#### III. FLEET PROPERTY COVERAGE:

Property limit

\$ 72,502.00

A. Comprehensive

\$ 500 ACV Deductible, Actual Cash Value

B. Collision

\$ 500 Deductible, ACV, Broadened

#### IV. INLAND MARINE COVERAGE:

Providing ALL RISK, REPLACEMENT COST COVERAGE for property and equipment while on or off the premises. NO CO-INSURANCE

Property limit

\$ 75,000.00

Deductible

\$ 500

SEE ATTACHED SCHEDULE

# **AUTO**

## Application: T000020005634

#### **GARFIELD CHARTER TOWNSHIP**

∆ Auto#	≜ New Cost ♥	▲ Comp. Ded. ♥	▲ Coll. Ded. ▼		▲ Description▼	VIN# ▼	Type ♥	▲ AUX Running Lights ▼	▲ Anti- Theft Device ♥	▲ Anti- Lock Brakes ♥	▲ Traction Control ♥	▲ Five MPH Bumper ♥
12	\$ 23,856	\$ 500	\$ 500	2016	Ford f-150 Pick Up	7996	2	No	0	No	No	No
11	\$ 28,718	\$ 500	\$ 500	2015	FORD SRW SUPER DUTY PU	8554	2	No	0	No	No	No
10	\$ 19,928	\$ 500	\$ 500	1 71314	FORD Escape FWD	8654	1	No	0	No	No	No
Tota	al: \$72,502											

Vehicle Type &	Total # of	Total New Cost
Description:		
1: Passenger Cars - ACV	1	\$19,928
2: Trucks, Vans - ACV	2	\$52,574
3: Garbage Trucks - ACV	0	\$0
4: Rescue Units - RC	0	\$0
5: Fire Vehicles - RC	0	\$0
6: Parade/Antique - RC	0	\$0
7: Dump Trucks - ACV	0	\$0
8: Rescue Units - ACV	0	\$0
9: Fire Vehicles - ACV	0	\$0
10: Parade/Antique - ACV	0	\$0
11: Police Cars - ACV	0	\$0
12: Buses-22 Passengers	0	\$0
or more-ACV		40
13: Trailers - ACV	0	\$0
14: Motorcycles - ACV	0	\$0
15: Police motorcycles - ACV	0	\$0
16: Snowmobile - ACV	0	\$0
17: Rescue Units - Agreed Value	0	\$0
18: Fire Vehicles - Agreed Value	0	\$0
19: Parade/Antique - Agreed Value	0	\$0
20: Buses-21 Passengers	0	\$0
or less 21: Mobile Equipment – ACV	0	\$0
22: Trucks, Vans - RC - NY Only	0	\$0
23: Garbage Trucks - RC - NY Only	0	\$0
27: Dump Trucks - RC - NY Only	0	\$0
28: Golf Carts / Low Speed Vehicles	0	\$0
29: Amphibious Vehicles	0	\$0
Grand totals:	3	\$72,502

# INLAND MARINE

Application: T000020005632

# GARFIELD CHARTER TOWNSHIP

<u>≜</u> number♥	▲ Serial #₹	 Year♥	▲ Make♥	 Model ♥	▲ Department	<b>≜</b> Type♥	AR♥	▲ Limit	≜ Spec Ded ₹
1		2006	PLYGROUND EQUIP	11 1		Commercial Articles	RC	\$ 50,000	\$ 0
	Total: \$50,000								

Schedule Total:	\$50,000
Miscellaneous Property & Equipment:	\$25,000
Ancillary Equipment:	\$0
Contractors Equipment Rented From Others:	\$0
Aircraft Limit:	\$0
Inland Marine Total:	\$75,000

#### V. PROPERTY [FIRE] COVERAGE:

Total Blanket Building and Contents Limit

\$ 6,943,422.00

Deductible

\$ 500

Per Schedule on File with company

- A. Inflation Guard 2.5% per quarter
- B. Special Municipal Property Endorsement to include:
  - 1. Personal Property off Premises \$100,000
  - 2. Personal effects of Employees \$ 1,000 per person
  - 3. Transportation \$50,000 Limit
  - 4. Accounts Receivable- \$250,000
  - 5. Flood Coverage-\$100,000, Earthquake Coverage-\$1,000,000
  - 6. Sewer Backup First Party- \$25,000
  - 7. Pollutant Clean-up & Removal- \$10,000
  - 8. Business Income \$500,000
  - 9. Extra Expense Coverage \$500,000 Limit No deductible
  - 10. Newly Acquired Property \$1,000,000, Contents \$250,000, 180 Days
  - 11. Law and Ordinance Coverage- Actual Sustained Loss
  - 12. Power Surge Coverage \$25,000
  - 13. Glass Coverage-No Deductible applies
  - 14. Tree Removal \$500 per tree and \$1500 annual aggregate on covered losses
  - 15. Underground Pipes, Flues or Drains-\$1,000,000
  - 16. Fire Hydrants are covered for up to four losses at \$3,500 each. More coverage is available if scheduled

#### VI. VALUABLE PAPERS AND RECORDS COVERAGE\*:

Broad Form Coverage for the reconstruction of valuable papers and records \$250,000 year round limit of protection with \$0 deductible.

\* NOTE: Higher limits available upon request.

# **PROPERTY**

Application: T000020005632

#### GARFIELD CHARTER TOWNSHIP

Loc W	≜ Bldg ♥	A 100ft ▼	≜ Fac Loc ▼		å City ▼	A ST ▼	▲ Zip ▼	▲ County	▲ POK	≜ BC ▼	▲ Bldg Lim ♥	≜ Cont Lim ♥	≜ Mine Sub ♥	▲ Yr Built ▼	≜ FAR ♥	≜ BF ♥	≜ Special Ded ₹	≜ Sprinkler ♥	≜ Sq Ft ♥	≜ BoilerVal ♥
1	3	No	0	3848 VETERENS DRIVE TOWNSHIP HALL					10	2	\$ 4,405,036	\$ 411,362	\$ 0	2004	R	100	0	No	0	R
2	1	No	0	3000 ALBANY					15	2	\$ 1,476,513	\$ 56,779	\$0	1974	R	925	0	No	0	R
3	1	No	0	3000 RACQUET CLUB DR YMCA					11	1	\$ 227,115	\$ 0	\$ 0	1974	F	800	0	No	0	R
3	2	No	0	3000 RACQUET CLUB DRIVE					11	1	\$ 44,508	\$ 0	\$0	1980	R	800	0	No	0	R
4	1	No		EAST SILVER LAKE ROAD PARK					11	2	\$ 205,036	\$ 0	\$ 0	2006	R	615	0	No	0	R
4	2	No		EAST SILVER LAKE ROAD PARK					11	1	\$ 49,704	\$ 0	\$0	2006	R	614	0	No	0	R
4	3	No	0	EAST SILVER LAKE ROAD PARK					11	1	\$ 24,563	\$ 0	\$0	2009	R	614	0	No	0	R
4	4	No	0	EAST SLIVER LAKE ROAD PARK					11	1	\$ 42,806	\$ 0	\$0	2009	R	614	0	No	0	R
Total								\$6,475,281		\$0										
Gran	d Tota	1:						\$6,943,	422											

#### VII. CRIME COVERAGE:

- A. Limit of Coverage \$ 100,000
- B. "Broad Form" Money & Securities
- C. Inside Coverage:
- D. Outside Coverage:
- E. Money Order and Counterfeit Paper Currency
- F. Depositors' Forgery
- G. Locations to Include:
  - 1. All Officials Homes
  - 2. Place of Employment
  - 3. Banking Facility

#### VIII: PUBLIC OFFICIAL BONDS\*

Treasurer	\$50,000
Deputy Treasurer	\$15,000
Clerk	\$10,000
Deputy Clerk	\$10,000
Supervisor	\$ 5,000
Assistant Treasurer	\$25,000
rissistant ricasurer	Ψ25,000

BLANKET BOND \$100,000

NOTE: THE ABOVE BONDS ARE INCLUDED AT NO ADDITIONAL CHARGE

ADDITIONAL POSITIONS AND HIGHER LIMITS AVAILABLE (Those who collect money or fees should be bonded)

\* NOTE: Higher limits available upon request.

\$0

#### X. LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE:

Limit of Liability Per Occurrence

Limit of Liability Per Aggregate \$ No Aggregate

Deductible \$0

A. PERSONAL INJURY

B. WRONGFUL ACT

C. HOT PURSUIT ENDORSEMENT

#### XI. BUSINESS ELECTRONIC EQUIPMENT COVERAGE:

- A. Combined Media and Extra Expense Coverage \$ 100,000
- B. Computer and Communication Coverage- \$252,000
- C. System Breakdown Coverage Endorsement
  - 1. Mechanical Breakdown; Machinery Breakdown
  - 2. Short Circuit; Blow out; other Electrical Disturbance
  - 3. Electrical or Magnetic Injury

#### XII. BOILER AND MACHINERY:

- A. Repair of Replacement Coverage Included
- B. Direct Damage Coverage as follows: Unfired Pressure Vessels, Motors and Centrifugal Pumps. Internal Combustion Engines, Generators and
- C. Miscellaneous Electrical Apparatus

Deductible of \$ 1,000 Applies

Limits \$ 6,943,422.00

#### XIII. VOLUNTEER FIREMEN'S ACCIDENT:

**SEE ATTACHED** 

#### Municipal Underwriters of West MI Inc.

#### PREMIUM SUMMARY

I. COMPREHENSIVE MUNICIPAL LIABILITY	INCLUDED
II. FLEET LIABILITY	INCLUDED
III. FLEET (PROPERTY)	INCLUDED
IV. INLAND MARINE	INCLUDED
V. PROPERTY [FIRE)	INCLUDED
VI. VALUABLE PAPERS AND RECORDS	INCLUDED
VII. CRIME	INCLUDED
VIII. BONDS	INCLUDED
IX. WORKERS COMPENSATION	
X. POLICE PROFESSIONAL	
XI. BUSINESS ELECTRONIC EQUIPMENT	INCLUDED
XII. BOILER AND MACHINERY	INCLUDED
XIII. VOLUNTEER FIREMEN'S ACCIDENT	

TOTAL PAR-PLAN ANNUAL PREMIUM: \$12,938.00

**NOTE**: The **MICHIGAN TOWNSHIP PARTICIPATING PLAN** is formed under the enabling legislation of Public Act #138. It is a 'fixed cost, fully reinsured, **non-assessable program**', controlled by the Board of Directors of the Michigan Township Participating Plan.



#### **Charter Township of Garfield**

**Grand Traverse County** 

3848 VETERANS DRIVE TRAVERSE CITY, MICHIGAN 49684 PH: (231) 941-1620 • FAX: (231) 941-1588

# 2020 CHARTER TOWNSHIP OF GARFIELD MEETING DATES

The regular meeting dates of the Town Board of the Charter Township of Garfield are scheduled for the second and fourth Tuesday of each month at 6:00 p.m. at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan:

#### Regular Meeting

January 14, 2020	July 14, 2020
January 28, 2020	July 28, 2020
February 11, 2020	August 11, 2020
February 25, 2020	August 25, 2020
March 10, 2020	September 8, 2020
March 24, 2020	September 22, 2020
April 14, 2020	October 13, 2020
April 28, 2020	October 27, 2020
May 12, 2020	November 10, 2020
May 26, 2020	November 24, 2020
June 9, 2020	December 8, 2020
June 23, 2020	

Lanie McManus, Clerk 3848 Veterans Drive Traverse City, MI 49684 Ph: (231) 941-1620

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 #922-4766.