

November 16, 2021

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

Mr. Martin Colburn, City Manager
City of Traverse City
400 Boardman Avenue
Traverse City, MI 49684

Hello Marty and Chuck,

Please accept this request for the City Commission and Township Board of Trustees to consider an amendment to the Rec Authority's Articles of Incorporation at their earliest convenience.

As provided for in the Rec Authority's Articles of Incorporation (attached for reference), members of its Board of Directors are appointed as follows:

- Three members are appointed by the City Commission, with one of those three being a City Commissioner;
- Three members are appointed by the Garfield Township Board Trustees, with one of those three being a Garfield Township Trustee; and
- One member is appointed by the Board of Directors of the Grand Traverse Regional Land Conservancy.

Residency requirements also currently apply: "Each member of the Board shall be a resident of the participating municipality that appoints that member. The member appointed by the Grand Traverse Land Conservancy shall be a resident of either the City of Traverse City or Garfield Township." (Article VII, Section 2)

The Land Conservancy recently inquired with the Rec Authority Board about the residency requirement currently in place for its appointees. In short, some of the Conservancy's desired representatives — with the skills and expertise that they feel are most beneficial to the Authority — are ineligible if they do not also live in one of those two jurisdictions. At its meeting on November 3, 2021, the Rec Authority Board decided that pertinent expertise was more important to it than a specific residency requirement and unanimously passed the attached Second Amendment to the Articles. For ease of reference, the specific change follows, with deletions ~~stricken~~ and additions underlined:

The member appointed by the Grand Traverse Land Conservancy shall ~~be a resident of either the City of Traverse City or Garfield Township~~ have experience in operating, protecting or maintaining natural, scenic, park and farm lands for the public's use.



Per Michigan's Recreational Authorities Act (P.A. 321 of 2000), any suggested amendment to the Authority's Articles of Incorporation must be published in a local newspaper and then also approved by the affirmative vote of the majority of the members of the City Commission and the Township Board of Trustees. If approved by all parties, the amendment has to then be filed with the Secretary of State to take effect.

We are in the process of publishing the amendment in the Record-Eagle (scheduled for November 18), and now request to schedule consideration of the amendment by both the City Commission and the Township Board at their earliest convenience. Please let me know when you will be able to have this on the agenda for consideration by your respective jurisdictions. I will attend each scheduled meeting and be available to answer any questions or provide additional information.

Thanks and be well,

Matt Cowall
Executive Director

Enclosure

Copy: Recreational Authority Board
Richard Lewis, Mayor, City of Traverse City
Benjamin Marentette, Clerk, City of Traverse City
Lanie McManus, Clerk, Charter Township of Garfield

ARTICLES OF INCORPORATION
FOR
THE CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD
RECREATIONAL AUTHORITY

These Articles of Incorporation are adopted, signed, and acknowledged by the incorporating units for the purpose of forming a recreational authority under the provisions of Act No. 321, Public Acts of 2000 (the "Recreational Authorities Act").

ARTICLE I

NAME

This authority shall be known as the CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD RECREATIONAL AUTHORITY, hereafter referred to as the Authority.

ARTICLE II

PARTICIPATING MUNICIPALITIES

The participating municipalities are the City of Traverse City, a Michigan municipal corporation, and the Charter Township of Garfield, a Michigan municipal corporation. They are hereafter referred to as the participating municipalities.

ARTICLE III

PURPOSE

The Authority is incorporated for the purpose of the acquisition, construction, operation, maintenance, or improvement of public recreation centers, public parks, and public conference centers as may be acquired by the Authority or as may be transferred to it by a participating municipality. The Authority may donate, sell, lease or transfer any such facilities so acquired only

to a participating municipality. Other than as limited by these Articles, the Authority is incorporated for all purposes as stated in the Recreational Authorities Act, as limited by these Articles and any subsequent amendments.

ARTICLE IV

DURATION

The Authority shall be automatically dissolved within sixty (60) days from and after the election date if the electors of the Authority fail to approve a public recreation tax on all of the taxable property within the territory of the Authority by November, 2004. Notwithstanding the foregoing, if the participating municipalities, acting through their respective governing bodies within such sixty (60) day period, elect to extend its duration, then the Authority shall continue for so long as then specified by the participating municipalities. If the electors so approve such tax, the Authority's duration shall continue for so long as an approved millage remains in effect.

ARTICLE V

TERRITORY

The territory of the Authority shall be the corporate boundaries of the participating municipalities.

ARTICLE VI

POWERS AND DUTIES

Section 1 The Authority shall be an authority under Section 6 of Article IX of the State Constitution of 1963. It shall be a body corporate with power to sue and be sued in any court of the State of Michigan. It shall have the powers and duties as established by the Recreational Authorities Act and incidental thereto. MCL 123.1131.

Section 2 The Authority and the participating municipalities shall have the power to acquire and hold, by purchase, lease, option, grant, gift, devise, land contract, installment purchase contract, bequest, or other legal means, real and personal property inside or outside the territory of the Authority. The property may include franchises, easements, or rights of way on, under, or above any property. The Authority may pay for the property from, or pledge for the payment of the property, revenue of the Authority.

Section 3 The Authority shall have the power to donate, sell, lease or otherwise transfer its property or any part thereof or interest therein to one or both participating municipalities or to any other person or entity upon approval of the participating municipalities.

Section 4 The Authority shall have the power to apply for and accept grants and contributions from individuals, the federal government or any of its agencies, the State of Michigan, a municipality, or other public or private agencies to be used for any of the purposes of the Authority.

Section 5 Before adopting by resolution a proposal for a tax authorized by the Recreational Authority Act, the proposed resolution shall be submitted to the participating municipalities and not less than 45 days be allowed for their consideration and comment.

Section 6 The Authority shall operate on a July 1 – June 30 fiscal year and the annual operating

budgets shall be submitted to the participating municipalities for review and approval.

Section 7 The Authority shall have the power to hire full-time or part-time employees and retain professional services.

Section 8 The Authority shall have the power to provide for the maintenance of all of the real and personal property of the Authority.

Section 9 The Authority shall have the power to assess and collect fees for services provided by and expenses incurred by the Authority.

Section 10 The Authority shall have the power to receive revenue as appropriated by the legislature of the State of Michigan or a participating municipality.

Section 11 The Authority shall have the power to enter into contracts incidental to or necessary for the accomplishment of the purposes of the Authority.

Section 12 The Authority's operation of public facilities shall be limited to only those public facilities and lands that it has acquired or that have been transferred to the Authority by a participating municipality. Nothing in these Articles shall obligate a participating municipality to transfer any park, recreation center, or any land or interest therein to the Authority.

ARTICLE VII

GOVERNING BODY - OFFICERS

Section 1 The Authority shall be directed and governed by a board of directors of seven members known as the "Board", three members to be appointed by the City

Commission of Traverse City, three members to be appointed by the Garfield Township Board, and one member to be appointed by the Board of Directors of the Grand Traverse Regional Land Conservancy.

Section 2 Members of the legislative body of a participating municipality are eligible for membership or appointment to the Board. At least one (1) member of each participating municipality's legislative body shall be appointed to the Board. Each member of the Board shall be a resident of the participating municipality that appoints that member. The member appointed by the Grand Traverse Land Conservancy shall be a resident of either the City of Traverse City or Garfield Township.

Section 3 The terms of the directors shall be three years. The initial terms of the directors constituting the first Board shall be staggered as follows:

- a. For the three directors appointed by the City of Traverse City:
One director shall serve a one-year term.
One director shall serve a two-year term.
One director shall serve a three-year term.
- b. For the three directors appointed by the Township of Garfield:
One director shall serve a one-year term.
One director shall serve a two-year term.
One director shall serve a three-year term.
- c. The director appointed by the Grand Traverse Regional Land Conservancy shall serve a three-year term.

Section 4 The Board shall designate one of the directors as Chairperson, another of the directors as Secretary, and another as Treasurer.

- Section 5 The Board shall adopt and amend by-laws including rules of procedure consistent with the provisions of the Recreational Authorities Act. The by-laws shall provide for regular meetings of the Board, not less frequent than quarterly. The by-laws and any amendment to them shall not be effective until approved by the Traverse City City Manager and the Garfield Township Supervisor.
- Section 6 The Chairperson shall preside at meetings of the Board and may sign and execute all Authority-authorized bonds, contracts, and other obligation in the name of the Authority. The Chairperson shall do and perform such other duties as may be fixed by the by-laws and from to time to time assigned by the Board.
- Section 7 The Secretary shall perform all the duties fixed by the by-laws. The Secretary shall preside at meetings of the Board in the absence of the Chairperson.
- Section 8 The Treasurer shall perform all duties fixed by the by-laws. The Treasurer shall be bonded for the faithful discharge of the duties as Treasurer, the bond to be of such character, form, and in such amount as the Board may require.
- Section 9 No member of the Board shall receive compensation for services as a member of the Board but is entitled to reimbursement for reasonable expenses, including expenses for travel authorized by the Board incurred in the discharge of the directors' duties.
- Section 10 Vacancies occurring in the office of director shall be filled by the participating municipality or other entity having appointed the vacated director position. Vacancies shall be filled within 30 days of the vacancy for the remainder of the unexpired term.
- Section 11 A director may be removed from office as provided by and in accordance with the Recreational Authorities Act.

ARTICLE VIII

PUBLIC BODY

The Authority is a public body and shall comply with the requirements of the Michigan Open Meetings Act, Act 267 of the Public Acts of 1976, as amended, and the Freedom of Information Act, Act 442 of the Public Acts of 1976, as amended.

ARTICLE IX

PUBLICATION

A copy of these Articles of Incorporation shall be published once in the *Traverse City Record-Eagle*, being a newspaper circulated within the participating municipalities prior to adoption by the participating municipalities.

ARTICLE X

ADDITION OR WITHDRAWAL OF PARTICIPATING MUNICIPALITIES

Section 1 A municipality may become a participating municipality in the Authority only upon an affirmative vote of the legislative bodies of the existing participating municipalities and the proposed participating municipality. If the Authority has been authorized to levy a tax, the addition of another participating municipality shall be contingent upon approval by the electors of the proposed municipality of a tax equivalent to that which the Authority has been authorized to levy.

Section 2 A participating municipality may withdraw from the Authority on an affirmative vote of the legislative body of each participating municipality. However, in no event shall a participating municipality withdraw from the Authority during the period for which the Authority has been authorized to levy a tax by the electors of the Authority.

ARTICLE XI

AMENDMENT

Amendments to these Articles of Incorporation shall be made only as authorized by the Recreational Authorities Act. Amendments shall be published in the *Traverse City Record-Eagle* before adoption.

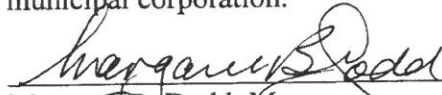
ARTICLE XII

EFFECTIVE DATE

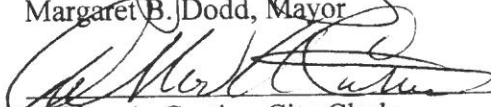
These Articles of Incorporation shall become effective and be in full force and effect upon filing with the Secretary of State.

IN WITNESS WHEREOF, the participating municipalities have adopted and authorized to be executed these Articles of Incorporation, in behalf of the City of Traverse City, by the Mayor and the City Clerk, and the Charter Township of Garfield, by the Supervisor and the Township Clerk.

CITY OF TRAVERSE CITY, a Michigan
municipal corporation.

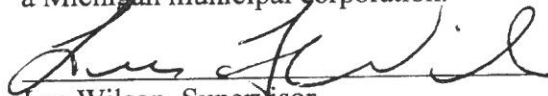


Margaret B. Dodd, Mayor

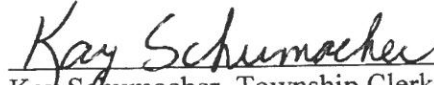


Debra A. Curtiss, City Clerk

CHARTER TOWNSHIP OF GARFIELD,
a Michigan municipal corporation.



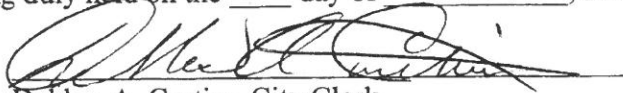
Lee Wilson, Supervisor



Kay Schumacher, Township Clerk

The foregoing Articles of Incorporation were adopted by the City Commission of the City of Traverse City, Michigan, at a special meeting duly held on the 30 day of June, 2003.

Dated: June 30, 2003


Debra A. Curtiss, City Clerk

The foregoing Articles of Incorporation were adopted by the Charter Township of Garfield Board at a special meeting duly held on the 30 day of June, 2003.

Dated: July 8, 2003


Kay Schumacher, Township Clerk

Published in the *Record-Eagle* on May 18, 25 and June 29, 2003.

Filed with the Secretary of State on July 15, 2003.

9/19

**FIRST AMENDMENT TO
ARTICLES OF INCORPORATION
FOR
THE CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD
RECREATIONAL AUTHORITY**

This Amendment to the Articles of Incorporation is adopted, signed, and acknowledged by the participating municipalities for the purpose of amending Article III of the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority adopted by the City Commission of the City of Traverse City, Michigan, on June 30, 2003, and the Charter Township of Garfield Board on June 30, 2003.

Article III is hereby amended to provide in its entirety as follows:

ARTICLE III

PURPOSE

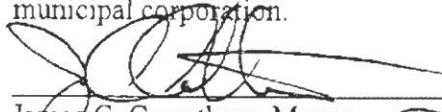
The Authority is incorporated for the purpose of the acquisition, construction, operation, maintenance, or improvement of public recreation centers, public parks, and public conference centers as may be acquired by the Authority or as may be transferred to it by a participating municipality. The Authority may donate, sell, lease or otherwise transfer facilities so acquired or any part thereof or interest therein to one or both participating municipalities or to any other person or entity upon approval of the participating municipalities. Other than as limited by these Articles, the Authority is incorporated for all purposes as stated in the Recreational Authorities Act, as limited by these Articles and any subsequent amendments.

All other provisions of the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority shall be and remain the same.

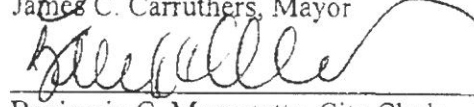
This First Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority shall become effective and be in full force and effect upon filing with the Secretary of State.

IN WITNESS WHEREOF, the participating municipalities have adopted and authorized to be executed this First Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority, on behalf of the City of Traverse City, by the Mayor and City Clerk, and the Charter Township of Garfield, by the Supervisor and the Township Clerk.

CITY OF TRAVERSE CITY, a Michigan
municipal corporation.

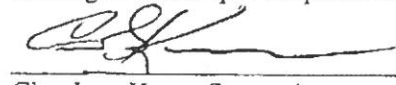


James C. Carruthers, Mayor

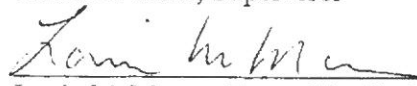


Benjamin C. Marentette, City Clerk

CHARTER TOWNSHIP OF GARFIELD, a
Michigan municipal corporation.



Chuck Korn, Supervisor

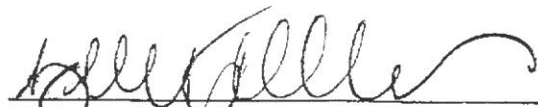


Lanie McManus, Township Clerk

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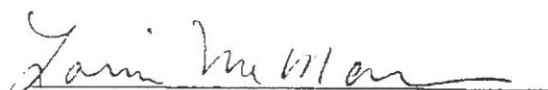
The foregoing First Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority was adopted by the City Commission of the City of Traverse City, Michigan at a regular meeting duly held on the 19th day of September 2016 at 7 pm.

Dated: 9/26/2016


Benjamin C. Marentette, City Clerk

The foregoing First Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority was adopted by the Charter Township of Garfield Board at a Regular meeting duly held on the 13th day of September, 2016 at 6:00 pm..

Dated: 9/14/16


Lanie McManus, Township Clerk

Published in the *Record-Eagle* on September 13, 2016.

Filed with the Secretary of State on October 4, 2016.

**SECOND AMENDMENT TO
ARTICLES OF INCORPORATION
FOR
THE CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD
RECREATIONAL AUTHORITY**

This Second Amendment to the Articles of Incorporation is adopted, signed, and acknowledged by the participating municipalities for the purpose of amending Article VII, Section 2 of the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority adopted by the City Commission of the City of Traverse City, Michigan, on June 30, 2003, and the Charter Township of Garfield Board on June 30, 2003.

Article VII, Section 2 is hereby amended to provide in its entirety as follows:

ARTICLE VII
GOVERNING BODY – OFFICERS

Section 2

Members of the legislative body of a participating municipality are eligible for membership or appointment to the Board. At least one (1) member of each participating municipality's legislative body shall be appointed to the Board. Each member of the Board shall be a resident of the participating municipality that appoints that member. The member appointed by the Grand Traverse Land Conservancy shall have experience in operating, protecting or maintaining natural, scenic, park and farm lands for the public's use.

All other provisions of the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority and as amended by the First Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority shall be and remain the same.

This Second Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority shall become effective and be in full force and effect upon filing with the Secretary of State.

IN WITNESS WHEREOF, the participating municipalities have adopted and authorized to be executed this Second Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority, on behalf of the City of Traverse City, by the Mayor and City Clerk, and the Charter Township of Garfield, by the Supervisor and the Township Clerk.

CITY OF TRAVERSE CITY, a Michigan
municipal corporation.

Richard I. Lewis, Mayor

Benjamin C. Marentette, City Clerk

CHARTER TOWNSHIP OF GARFIELD, a
Michigan municipal corporation.

Chuck S. Korn, Supervisor

Lanie McManus, Township Clerk

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The foregoing Second Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority was adopted by the City Commission of the City of Traverse City, Michigan at a _____ meeting duly held on the ____ day of _____, 2021.

Dated:

Benjamin C. Marentette, City Clerk

The foregoing Second Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority was adopted by the Charter Township of Garfield Board at a _____ meeting duly held on the ____ day of _____, 2021.

Dated:

Lanie McManus, Township Clerk

Published in the *Record-Eagle* on November 18, 2021.

Filed with the Secretary of State on _____, 2021.

LEGAL NOTICE

PURSUANT TO SECTION 5 OF THE RECREATIONAL AUTHORITIES ACT, ACT 321 OF 2000, PUBLICATION OF THE FOLLOWING PROPOSED SECOND AMENDMENT TO THE ARTICLES OF INCORPORATION FOR THE CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD RECREATIONAL AUTHORITY IS PROVIDED. ADDITIONS ARE UNDERLINED. DELETIONS ARE STRICKEN.

**SECOND AMENDMENT TO
ARTICLES OF INCORPORATION
FOR
THE CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD
RECREATIONAL AUTHORITY**

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Article VII, Section 2 is hereby amended to provide in its entirety as follows:

**ARTICLE VII
GOVERNING BODY - OFFICERS**

Section 2

Members of the legislative body of a participating municipality are eligible for membership or appointment to the Board. At least one (1) member of each participating municipality's legislative body shall be appointed to the Board. Each member of the Board shall be a resident of the participating municipality that appoints that member. The member appointed by the Grand Traverse Land Conservancy shall be a resident of either the City of Traverse City or Garfield Township ~~shall be a resident of either the City of Traverse City or Garfield Township~~ have experience in operating, protecting or maintaining natural, scenic, park and farm lands for the public's use.

All other provisions of the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority and as amended by the First Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority shall be and remain the same.

This Second Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority shall become effective and be in full force and effect upon filing with the Secretary of State.

IN WITNESS WHEREOF, the participating municipalities have adopted and authorized to be executed this Second Amendment to the Articles of Incorporation for the City of Traverse City and Charter Township of Garfield Recreational Authority, on behalf of the City of Traverse City, by the Mayor and City Clerk, and the Charter Township of Garfield, by the Supervisor and the Township Clerk.

CITY OF TRAVERSE CITY, a Michigan
municipal corporation.

Richard I. Lewis, Mayor

Benjamin C. Marentette, City Clerk

CHARTER TOWNSHIP OF GARFIELD, a
Michigan municipal corporation.

Chuck S. Korn, Supervisor

Lanie McManus, Township Clerk



3860 North Long Lake Rd. Suite D
Traverse City, MI 49684-7204
tel: 231.929.7911
fax: 231.929.0433
email: info@gtrlc.org
web: www.gtrlc.org

Love the land. Pass it on.

December 2, 2021

Richard Lewis, Mayor of Traverse City
Chuck Korn, Garfield Township Supervisor

Dear Richard and Chuck,

I am writing in regards to the request for a Bylaw Amendment for the City of Traverse City and Charter Township of Garfield Recreational Authority. For clarification, it will be the policy of the Grand Traverse Regional Land Conservancy [GTRLC] that the appointment of a GTRLC representative to the Joint Recreational Authority Board will be filled by a staff member of the GTRLC.

Should you have any questions, please contact me at (231) 409-4866.

Sincerely,

A handwritten signature in blue ink, appearing to read "GAC".

Glen A. Chown
Executive Director

Cc: Marty Colburn, City Manager, City of Traverse City
Matt Cowall, Executive Director, City of Traverse City and Charter Township of Garfield Recreational Authority

Karen Leaver

From: Jennifer Hodges <jennifer@gfa.tc>
Sent: Wednesday, December 8, 2021 11:32 AM
To: Karen Leaver
Cc: Chuck Korn
Subject: New Business -EGLE C2R2 Grant : Cedar Run Watermain Extension to Service Black Bear Farms
Attachments: Draft_PDF_C2R2_Agreement_Garfield Charter Township.pdf; attachment 1.pdf; Letter Proposal & Agreement.pdf
Importance: High

Attached is the grant agreement between Garfield and EGLE for the above referenced project. Grant covers engineering and construction costs. GFA engineering contract is also attached and needs to be approved as well. Commitment letter from Black Bear Farms is also attached for reference. Hoping this can be placed on the agenda for next week meeting. Thanks!

Jennifer Hodges, PE
Sr. Project Manager



123 W Front Street | Traverse City, MI 49684
tel (231) 946.5874 | cell (231) 313.4861
fax (231) 946.3703

[website](#) | [mobile website](#) | [grant blog](#) | [vCard](#) | [map](#) | [email](#)



Confidentiality Note: This e-mail and any attachments are confidential and may be protected by legal privilege. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you.

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be submitted via the Financial Status Report Form as provided by EGLE, and due according to the following:

Reporting Period	Due Date
Jan 1 – Jan 31	Feb 28
Feb 1 – Feb 28	Mar 31
Mar 1 – Mar 31	April 30
April 1 – April 30	May 31
May 1 – May 31	June 30
June 1 – June 30	July 31
July 1 – July 31	Aug 31
Aug 1 – Aug 31	Sept 30
Sept 1 – Sept 30	Before October 15*
Oct 1 – Oct 31	Nov 30
Nov 1 – Nov 30	Dec 31
Dec 1 – Dec 31	Jan 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering September 1 – September 30. Advance notification regarding the due date for the period ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the month ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

APPENDIX A

Project Overview:

Located in Long Lake Township, the Black Bear Farms condominium complex has a high concentration of nitrates in their Type I Community Public Water Supply system that provides services to approximately 110 customers. The water system consists of two wells, a nitrate treatment system, and associated distribution piping and appurtenances. The water system has nitrate concentrations both near and periodically exceeding the Maximum Contaminant Level of 10 mg/L. The nitrate treatment also causes other reoccurring issues, including strain on the community septic system due to brine water discharge. The nearby Charter Township of Garfield (Garfield) will extend public watermain to the Black Bear Farms complex to consolidate the Black Bear Farms' system with Garfield's water system.

This project includes public watermain extension from the existing Garfield system, along Cedar Run Road, past Gray Road, and into Long Lake Township where Black Bear Farms is located. Specifically, the work will include construction and installation of approximately 6,150 lineal feet of 12-inch-diameter watermain, fire hydrants and valves every 400 feet and 1,000 feet, respectively, in conformance with Grand Traverse County's Department of Public Works specifications, and connection to the existing distribution system at Black Bear Farms. After the Black Bear Farms system has been connected to Garfield's municipal system, the existing contaminated wells will be properly abandoned, and the treatment system decommissioned. All existing customers in the Black Bear Farms water system have committed to connect to the municipal system.

EGLE approved estimated project costs include:

Task	Budget
Planning/Design	\$194,340
Construction	\$1,029,800
Equipment/Technology	\$0
Project Cost Subtotal	\$1,224,140
Total Grant Amount	\$1,224,140

The following services have been determined to be ineligible for Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

- Extension of watermain to potential future development areas in the residential zoned district of Long Lake Township.
- Extension of watermain to other existing systems outside of Black Bear Farms.

Program-specific Requirements:

1. Non-professional contractor services should be competitively bid.
2. A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
3. Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.

4. All local, state, and federal permits, if required, must be obtained by the grantee prior to construction.
5. "Tap" or "connection" fees that a public water system may use as a standard charge for new systems making a connection to their existing public water system may be eligible. In general, these charges must:
 - a. Reflect the cost of the actual connection to the public water system,
 - b. Be well documented and itemized,
 - c. Be consistently applied to all connections,
 - d. Not include anticipated costs or other costs the system may not incur,
 - e. Not be punitive in nature to prevent a particular system from making a connection,
 - f. Not also be included in a vendor contract.

Local fees that do not meet the criteria above, other than those associated with tangible construction (labor and materials) or inspection of new infrastructure associated with the grant, are not grant-eligible.

6. For projects extending watermain and connecting residents to the municipal water system, at least 50 percent of the residences proposed in the application must commit to connect prior to construction.
7. Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e. vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 30 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLE's website.

Black Bear Farms Co-Owners' Assn, Inc.

2240 W South Airport Road Suite E
Traverse City, MI 49684
Phone: (231) 946-6014
Fax: (231) 946-6056

November 2, 2021

Mr. Chuck Korn
Township Supervisor
Charter Township of Garfield

Re: Black Bear Farms Municipal Water Service
Notice of Intent to Connect

Dear Mr. Korn:

We have been advised that the Charter Township of Garfield was recently awarded a grant from the State of Michigan to provide consolidation of water supply systems and service to the existing residential users in Black Bear Farms located in Long Lake Township.

Representatives of Black Bear Farms, Long Lake Township and Garfield Township have been engaging in meetings recently to discuss the scope, intent and financial impacts of the project. It is our understanding the grant funds will cover expenses related to planning, design and construction of the infrastructure whereas service and usage expenses will be the responsibility of Black Bear Farms residents. These additional fees are outlined and enforced through the Charter Township of Garfield Water Use Ordinance.

Black Bears Farms and Long Lake Township have been negotiating financial responsibilities. I am pleased to graciously accept this opportunity and offer this letter as our intent and commitment to connect to the Charter Township of Garfield Water System. All residents within the Black Bear Farms Development will connect to the new main that is to be installed and our current water supply infrastructure (well and treatment system) will be abandoned.

Sincerely,



Laurie Ordway, Representative of Black Bear Farms Development
President of Back Bear One Home Owners Association (Management of Common Elements)



Engineering
Surveying
Testing &
Operations

123 West Front Street
Traverse City, Michigan 49684
231 946 5874 
231 946 3703 

January 12, 2021

Mr. Chuck Korn
Township Supervisor
Charter Township of Garfield

RE: Garfield / Long Lake Township Consolidation: Watermain Extension
GFA Proposal No. 19-220

Dear Mr. Korn:

Thank you for the opportunity to submit this proposal for the design, permitting and construction services for the watermain extension intended to consolidate Garfield and Long Lake Townships to facilitate the connection of Black Bear Farms development and future. This proposal letter presents our scope of services, fee, time schedule, and "Standard Terms and Conditions." Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Part A Scope of Services

A.1 Project Location / Identification

This portion of the project involves the following general work items:
Installation of 12 inch water main transmission line along Cedar Run Road from Gray Road to new water storage tank. Scope includes installation of meters to connect to Black Bear Farms Development and consolidate systems.

A.2 Description of Basic Services of Engineer:

Preliminary Design Phase

During the Preliminary Design, Engineer shall:

1. Perform topographic survey of the existing project limits and prepare base maps using existing information and update as necessary.
2. Work in conjunction with the Township Public Service Department and Black Bear Farms to determine the limits of the new pipe, valves, and hydrants and connection points and incorporate into the design drawings.
3. Evaluate impact to existing system including hydraulic analysis including friction loss and pump operations to ensure ability for provide adequate water flows and pressures along route.
4. Prepare preliminary plans (60%) that will include the general scope of works such as:



- a. Water main plan and profile layouts which will identify hydrant and valves. Lay out proposed water main to ensure no conflicts with existing utilities.
5. Prepare preliminary contract bid documents and technical specifications.
6. Contact the following agencies/utility companies to determine the location of their utility lines within the project area.
 - a. Consumers Energy
 - b. AT& T
 - c. DTE
 - d. Charter Communications
7. QA-QC.

Final Design Phase

During the Final Design, Engineer shall:

1. Prepare final Design plans for the water main.
2. Prepare final specifications, bidding sheets and contract documents so that the plans and specifications are ready for bidding.
3. Review plans with the Townships, DPW and Black Bear Farms
4. Prepare permit applications and submit final plans and specifications to the following agencies (permit fees to be paid for by the Township):
 - a. EGLE
 - b. GTCRC
 - c. GTC SESC
5. QA-QC.

Bidding Phase

During the Bidding, Engineer Shall:

1. Reproduce sets of plans, specifications and bid documents.
2. Place advertisement in newspaper and MITA (Michigan Infrastructure & Transportation Association) (advertising costs to be paid for by the Township).
3. Mail bid packages to contractors
4. Assist Owner with soliciting bids from construction contractors.



5. Answer questions from prospective bidders.
6. Issue addenda, as required, during the bidding phase.
7. Conduct bid opening.
8. Review bid proposals and make recommendations regarding award of contract.
9. Prepare documents for award of Contract and Construction Agreement.

A.3 Period of Service:

Time of Completion

This portion of the project will be completed in a timely manner and as rapidly as the Township approval process permits. We anticipate completing the design work within 60 days of authorization to proceed. We recommend bidding the project once permits are received.

PART B Construction Services

B.1 Project Location / Identification

1. Work location described in Part A.

B.2 Basic Construction Services

Construction Administration

1. Provide construction staking of the water main.
2. Organize and administer a pre-construction conference and prepare meeting minutes.
3. Review shop drawings submitted by the Contractor.
4. Make periodic visits by the engineer to the site (at least weekly) to monitor the general progress of the work, keep abreast of any problems and endeavor to resolve any disputes with may arise.
5. Review change order documents as required.
6. Review Contractor's payment request and approve periodic estimates for partial payment each month.
7. Provide Four (4) sets of plans and specifications to contractor for construction.

Construction Observation

1. Review materials directly related to the project upon delivery to the site.



2. Video tape or photograph the construction area prior to construction.
3. Review restoration and clean-up operations.
4. Perform density testing of the sand subbase and aggregate for the proposed gravel drive. Perform material testing as needed.
5. Provide full time construction inspection, witness and document the Contractors methods and procedures for testing the water main piping and applicable appurtenances for hydrostatic tests, chlorination and work in conjunction with the Union Township Department of Public Works to verify the bacteria testing and flushing operations.
6. Witness of construction installation of all piping and structures including the preparation of daily log of construction activities.
7. Review and verification of Contractors' requested quantities for payment.
8. Keep records of as-constructed measurements.
9. QA-QC

Project Closeout and Startup

1. Certify to the Township and regulatory agencies that construction was completed in accordance with approved plans and specifications.
2. Review and transmit to the Township the following documents from the Contractor:
 - a. One Year Maintenance Bond.
 - b. Letter of Guarantee.
 - c. Affidavit of Completion
 - d. Waiver of Lien
3. Transmit the following documents to the Union Township:
 - a. Record Drawings of the newly constructed water main project.
 - b. Reports, witness sheets.
4. QA-QC.

B.3 Period of Service

Time of Completion: Construction services will be performed in the timely manner consistent with the contractors operations. Closeout will occur within 30 days of construction completion.



Part C Fee for Service

C.1 Fee For Services

Method of Payment for Services and Expenses of Engineer:

The Engineer will be paid the following lump sum fees for the Basic Services as indicated in Part A and Part B:

Part A. Design, Services

Preliminary Design	\$ 33,000
Final Design	\$ 37,800
<u>Bidding Services</u>	<u>\$ 5,000</u>
SUBTOTAL:	\$75,800

Part B. Construction Services

Construction Administration	\$ 38,500
Construction Observation	\$ 75,000
<u>Closeout & Start-up Services</u>	<u>\$ 5,000</u>
SUBTOTAL:	\$118,500

TOTAL A & B **\$194,340**

Changes, modifications, or additions to the Basic Services will be performed at the normal hourly rates for the personnel involved or at a negotiated fee. (see attached 2021 Rates)

Billings will be made once a month as the work progresses.

C.2 Additional Information

The following items are not reimbursable expenses and included in the Total Lump Sum Price.

Photocopies Prints Mylars/Vellums Travel Expenses

Contract Terms and Conditions

Exhibit 1 (attached), "Standard Terms and Conditions," dated September 2017 is incorporated into this proposal by reference.



Acceptance

If this proposal is acceptable to you, please sign where indicated below, initial page 2 of Exhibit 1 "Standard Terms and Conditions" and return a copy, of both, to my attention. Receipt of this signed proposal will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you in the very near future on this project.

GFA


CONSULTANT

Name

CLIENT/OWNER

_____	(Signature)	_____
Jennifer Hodges, P.E.	(Name)	
_____	(Title)	Charter Township of Garfield
Project Manager		
_____	(Date)	_____
_____	(Phone No)	_____
231-946-5874		
_____	(Email)	_____
jennifer@gfa.tc		

Attachments: Exhibit 1 – Standard Terms and Conditions
Exhibit 2 – 2021 Billing Rates

		Charter Township of Garfield	
		Planning Department Report No. 2021-144	
Prepared:	December 8, 2021	Pages:	1
Meeting:	December 14, 2021	Attachments:	<input type="checkbox"/>
Subject:	Grand Traverse Commons Natural Area – Consultant Recommendation		

BACKGROUND AND UPDATE:

On behalf of the Township Board, Staff issued a Request for Proposal (RFP) for Park Design and Planning Services for the Commons Natural Area on October 4, 2021. On November 15, 2021, the Township received four responses from the following qualified consulting firms:

1. Beckett Raeder (BRi)	\$57,750
2. Environmental Consulting & Technology, Inc. (ECT)	\$54,760
3. MCSA Group, Inc.	\$56,200
4. OHM Advisors	\$53,000

A Township ad hoc committee consisting of the following representatives reviewed each proposal and conducted an interview with each firm:

- Stephen Hannon, AICP, Deputy Planning Director
- Sean Kehoe, Park Steward
- Derek Morton, Park Steward
- Chris Remy, Parks & Recreation Commission Member
- Bill Scott, Parks & Recreation Commission Member
- John Sych, AICP, Planning Director

After reference checks conducted by the Planning Director, the Committee met on December 8, 2021 to make the recommended selection of Environmental Consulting & Technology, Inc. (ECT). ECT, with local offices in Garfield Township, provides sound understanding of the project, awareness of Township needs, and a team of extensive expertise and services.

ACTION REQUESTED:

Following discussion, if the Township Board is accepting of the Committee's recommendation, then the following motion is suggested:

MOTION to ACCEPT the proposal from Environmental Consulting & Technology, Inc. (ECT) to conduct park and planning design services for the Grand Traverse Commons Natural Area and direct Staff to prepare a draft contract between the Township and ECT.

NEXT STEPS:

Staff will coordinate drafting of a contract agreement between the Township and ECT and present the contract agreement for consideration by the Township Board at a subsequent meeting. Staff expects to start the planning process with ECT in January 2022.

CHARTER TOWNSHIP OF GARFIELD

2022 GENERAL FUND BUDGET - RESOLUTION 2021-38-T

WHEREAS, a hearing was held on December 14, 2021 on the General Fund Budget for the fiscal year 2022 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2022 General Fund Budget of the Charter Township of Garfield of \$5,155,426.84 revenues and \$5,155,426.84 expenditures be approved.

Moved:

Supported:

to approve Resolution 2021-38-T, adopting the 2022 General Fund Budget of \$5,155,426.84 revenues and \$5,155,426.84 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2021-38-T adopted this 14th day of December, 2021.

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 2021-38-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2022 FIRE FUND BUDGET - RESOLUTION 2021-39-T

WHEREAS, a hearing was held on December 14, 2021 on the Fire Fund Budget for the fiscal year 2022 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2022 Fire Fund Budget of the Charter Township of Garfield of \$2,456,999 revenues and \$2,456,999 expenditures be approved.

Moved:

Supported:

to approve Resolution 2021-39-T, adopting the 2022 Fire Fund Budget of \$2,456,999 revenues and \$2,456,999 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2021-39-T adopted this 14th day of December, 2021.

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 2021-39-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2022 PUBLIC IMPROVEMENT ROAD FUND BUDGET - RESOLUTION 2021-40-T

WHEREAS, a hearing was held on December 14, 2021 on the Public Improvement Road Fund Budget for the fiscal year 2022 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2022 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 2021-40-T, adopting the 2022 Public Improvement Road Fund Budget of \$100,000 revenues and \$100,000 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2021-40-T adopted this 14th day of December, 2021.

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 2021-40-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2022 BUDGET STABILIZATION FUND BUDGET - RESOLUTION 2021-41-T

WHEREAS, a hearing was held on December 14, 2021 on the Budget Stabilization Fund Budget for the fiscal year 2022 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2022 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 2021-41-T, adopting the 2022 Budget Stabilization Fund Budget of \$ 0.00 revenues and \$ 0.00 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2021-41-T adopted this 14th day of December, 2021.

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 2021-41-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2022 DPW FUND BUDGET - RESOLUTION 2021-42-T

WHEREAS, a hearing was held on December 14, 2021 on the DPW Fund Budget for the fiscal year 2022 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2022 DPW Fund Budget of the Charter Township of Garfield of \$ 0.00 revenues and \$ 0.00 expenditures be approved.

Moved:

Supported:

to approve Resolution 2021-42-T, adopting the 2022 DPW Fund Budget of \$ 0.00 revenues and \$0.00 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2021-42-T adopted this 14th day of December, 2021.

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 2021-42-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD**2022 PARK SYSTEM FUND BUDGET - RESOLUTION 2021-43-T**

WHEREAS, a hearing was held on December 14, 2021 on the Park System Fund Budget for the fiscal year 2022 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2022 Park System Fund Budget of the Charter Township of Garfield of \$644,476.70 revenues and \$644,476.70 expenditures be approved.

Moved:

Supported:

to approve Resolution 2021-43-T, adopting the 2022 Park System Fund Budget of \$644,476.70 revenues and \$644,476.70 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2021-43-T adopted this 14th day of December, 2021.

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 201-43-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2022 STREET LIGHT FUND BUDGET - RESOLUTION 2021-44-T

WHEREAS, a hearing was held on December 14, 2021 on the Street Light Fund Budget for the fiscal year 2022 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2022 Street Light Fund Budget of the Charter Township of Garfield of \$47,000 revenues and \$47,000 expenditures be approved.

Moved:

Supported:

to approve Resolution 2021-44-T, adopting the 2022 Street Light Fund Budget of \$47,000 revenues and \$47,000 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2021-44-T adopted this 14th day of December, 2021.

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 2021-44-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD

2022 SPECIAL ASSESSMENT DISTRICT FUND BUDGET - RESOLUTION 2021-45-T

WHEREAS, a hearing was held on December 14, 2021 on the Special Assessment District Fund Budget for the fiscal year 2022 for the Charter Township of Garfield.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the 2022 Special Assessment District Fund Budget of the Charter Township of Garfield of \$98,000 revenues and \$98,000 expenditures be approved.

Moved:

Supported:

to approve Resolution 2021-45-T, adopting the 2022 Special Assessment District Fund Budget of \$98,000 revenues and \$98,000 expenditures as appropriated.

Roll call vote:

Yeas:

Nays:

Absent and excused:

The Chairman declared the motion carried and Resolution 2021-45-T adopted this 14th day of December, 2021.

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 2021-45-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

RESOLUTION #2021-46-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, 2022, the salary of the office of Township Clerk shall be as follows: \$84,682.61.

Moved:

Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2021-46-T DECLARED ADOPTED.

By:

Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of a Resolution which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Dated: _____

Lanie McManus, Clerk
Charter Township of Garfield

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

RESOLUTION #2021-47-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, 2022, the salary of the office of Township Treasurer shall be as follows: \$84,682.61.

Moved:

Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2021-47-T DECLARED ADOPTED.

By:

Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of a Resolution which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Dated: _____

Lanie McManus, Clerk
Charter Township of Garfield

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

RESOLUTION #2021-48-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, 2022, the salary of the office of Township Supervisor shall be as follows: \$84,682.61.

Moved:

Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2021-48-T DECLARED ADOPTED.

By:

Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of a Resolution which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Dated: _____

Lanie McManus, Clerk
Charter Township of Garfield

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

RESOLUTION 2021-49-T

RESOLUTION ADOPTING TOWNSHIP TRUSTEES 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 Trustee is warranted in consideration of the increase in the cost of living since Township Board Trustees salaries were last adjusted; and

NOW, THEREFORE, BE IT RESOLVED, that effective as of January 1, 2022, the salary of the office of Trustee shall be as follows:

\$350.00 per month with an additional \$250.00 per Town Board Meeting and \$125.00 for assigned meetings, including Personnel, Planning Commission, Joint Recreational Authority, Fire Board, Parks and Recreation Commission, Special Board Meetings, Study Sessions and Zoning Board of Appeals Meetings. Trustees attending educational, informational non decision making meetings for the benefit of the Township will receive \$50.00. \$100.00 per day for training or classes needed.

BE IT FURTHER RESOLVED, that this resolution supersedes Resolution 2021-03-T.

Moved:

Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2021-49-T DECLARED ADOPTED.

By: _____
Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of a Resolution which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

Dated: _____

Lanie McManus, Clerk
Charter Township of Garfield

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

RESOLUTION #2021-37-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:

- 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, 2022 through December 31, 2022.

Moved:

Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2021-37-T DECLARED ADOPTED.

By:

Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of a Resolution 2021-37-T which was adopted by the Township Board of the Charter Township of Garfield on the 14th day of December, 2021.

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

November 29, 2021

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

Dear Joshua:

Enclosed you will find a Summary of Coverage's and an Invoice for **Garfield Charter Township's** insurance renewal through the **Michigan Township Par Plan**. The renewal date is **01/01/2022**.

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, **\$2,000,000** has been provided back to our members for the grant program.

The quoted premium is **\$14,086.00** This is an increase in cost of **10%** over last year's ending premium of **\$12,573.00**. Blanket Property values have been increased by **5%** as well. The increase is driven by a number of factors market conditions, social inflation, substantially increasing reinsurance costs and increased loss costs. The Firehall Loss on **02/19/2021** has also effected the premium calculation. Total claim was **\$36,047.17**.

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 the **Garfield Charter Township's** insurance needs for the past **36** years. Your business is appreciated and important. Please stay safe!

Sincerely,



Paul W. Olson
Regional Risk Manager
MUWM

Municipal Underwriters of West MI Inc.

4171 Wolverine Drive
Williamsburg, MI 49690
888-883-6391
polson76@charter.net

Invoice

Date	Invoice #
11/29/2021	4119

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

Account #	Policy Number
	HMT-371067

Effective Date	Expiration Date	Insurance Company	Type of Coverage	Charge
1/1/2022	01/01/2023	Michigan Township Par Plan	Package Plan	14,086.00

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

Total	\$14,086.00
Payments/Credits	\$0.00
Balance Due	\$14,086.00

Fax #
231-421-3509

HCC Public Risk Claim Service, Inc.

Report Date: 10/18/2021 2:49:34 PM

File No.	Occur Date	Major/Minor Code	DESCRIPTION	LOSS		EXPENSE		TOTAL	
				PAYMENT	PAYMENT	PAYMENT	RECOVERY	INCURRED	
GARFIELD CHARTER TWP-GRAND TRAVERSE - MI11067									
66	CL 7/21/1988	020-103	Windstorm	\$790.57	\$0.00	\$0.00	\$0.00	\$790.57	
493	CL 2/20/1989	020-125	Water	\$0.00	\$150.65	\$150.65	\$0.00	\$150.65	
1625	CL 2/8/1990	020-126	Vandalism/Malicious	\$381.50	\$0.00	\$0.00	\$0.00	\$381.50	
8712	CL 11/3/1992	170-124	Medical Pay	\$494.79	\$0.00	\$0.00	\$0.00	\$494.79	
11083	CL 10/23/1993	171-101	Zoning	\$2,500.00	\$2,082.50	\$2,082.50	\$0.00	\$4,582.50	
15479	CL 8/1/1995	171-101	Zoning	\$0.00	\$374.00	\$374.00	\$0.00	\$374.00	
16070	CL 12/5/1995	020-125	Water	\$789.74	\$0.00	\$0.00	\$0.00	\$789.74	
17651	CL 10/10/1996	090-200	Misc - Inland Marine	\$4,045.00	\$0.00	\$0.00	\$0.00	\$4,045.00	
19673	CL 11/3/1997	020-200	Misc - Property	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	
87338	CL 10/7/1987	090-200	Misc - Inland Marine	\$850.23	\$0.00	\$0.00	\$0.00	\$850.23	
92827	CL 4/9/1999	020-102	Lightning	\$2,004.80	\$0.00	\$0.00	\$0.00	\$2,004.80	
93718	CL 8/27/1999	212-101	Collision	\$900.55	\$0.00	\$0.00	\$0.00	\$900.55	
103176	CL 11/14/2001	212-104	Windshield Loss	\$1,268.86	\$0.00	\$0.00	\$0.00	\$1,268.86	
105392	CL 4/29/2002	020-102	Lightning	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00	
110262	CL 1/1/2003	090-200	Misc - Inland Marine	\$3,760.00	\$0.00	\$0.00	\$0.00	\$3,760.00	
113177	CL 9/12/2003	020-101	Fire	\$4,686.23	\$1,239.60	\$1,239.60	\$0.00	\$5,925.83	
132348	CL 11/3/2007	020-126	Vandalism/Malicious	\$989.75	\$0.00	\$0.00	\$0.00	\$989.75	
142414	CL 8/25/2009	020-125	Water	\$0.00	\$434.32	\$434.32	\$0.00	\$434.32	
159004	CL 3/3/2012	212-101	Collision	\$1,492.40	\$0.00	\$0.00	\$0.00	\$1,492.40	
177032	CL 8/2/2015	090-200	Misc - Inland Marine	\$1,862.00	\$0.00	\$0.00	\$0.00	\$1,862.00	
179536	CL 12/24/2015	020-103	Windstorm	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00	
180481	CL 3/25/2016	020-200	Misc - Property	\$10,932.00	\$704.36	\$704.36	\$0.00	\$11,636.36	
181527	CL 5/6/2016	171-101	Zoning	\$0.00	\$10,848.00	\$10,848.00	\$0.00	\$10,848.00	
198882	CL 2/19/2021	020-101	Fire	\$36,047.17	\$4,532.02	\$4,532.02	\$0.00	\$40,579.19	
				Report Totals:	\$77,495.59	\$20,365.45	\$0.00	\$97,861.04	

Electrical fire found in walls t Fire Hall.

AUTOMOBILE CERTIFICATE OF NO FAULT PROTECTION

Entity Name: **GARFIELD CHARTER TOWNSHIP** NAME AND ADDRESS OF COMPANY


Entity Number: MI11067
Policy Number: HMTP-371067

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040

Effective date: 01/01/2022
Expiration Date: 01/01/2023

An authorized Michigan insurer, certifies that is has issued a policy complying with Act 294, P.A. 1972, as amended for the described motor vehicle.

NAME OF AGENCY

By 

Authorized Representative

HCC Public Risk
MUNICIPAL UNDERWRITERS OF WEST MI, INC.
888-883-6391

on this 29 11 2021
Day Month Year

Year Description Vehicle Identification Number

Covers all vehicles owned by the member

Number of Vehicles: 3

Warning: Keep this certificate in your vehicle at all times. If you fail to produce it upon a police officer's request, you will be responsible for a civil infraction.

PENALTY FOR OPERATION WITHOUT INSURANCE

Michigan Law (MCLA 500.3101) requires that the owner or registrant of a Motor Vehicle registered in this state must have insurance or other approved security for the payment of no-fault benefits on the vehicle at all times. An owner or registrant who drives or permits a vehicle to be driven upon a public highway without proper insurance or other security is guilty of a misdemeanor.

An owner or registrant convicted of such misdemeanor shall be fined not less than \$200.00 nor more than \$500.00, or imprisoned for not more than 1 year, or both.

THIS FORM MUST BE PRESENTED AS EVIDENCE OF INSURANCE WITH YOUR APPLICATION FOR LICENSE PLATES, EITHER BY MAIL OR AT ANY SECRETARY OF STATE LICENSE PLATE BRANCH OFFICE. A PERSON WHO ISSUES OR SUPPLIES FALSE INFORMATION TO THE SECRETARY OF STATE OR USES AN INVALID CERTIFICATE OF INSURANCE IS GUILTY OF A MISDEMEANOR PUNISHABLE BY IMPRISONMENT FOR NOT MORE THAN 1 YEAR, OR A FINE OF NOT MORE THAN \$1,000.00, OR BOTH.

**MICHIGAN
TOWNSHIP
PARTICIPATING
PLAN**

**SUMMARY OF COVERAGES
FOR
CHARTER TOWNSHIP OF GARFIELD 2022**

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

HCC Public Risk Claims
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 INSURED:

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:	\$ 4,000,000
Limit of Liability Aggregate:	\$ 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.

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

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:
T000020005635

GARFIELD CHARTER TOWNSHIP

▲ Auto # ▼	▲ New Cost ▼	▲ Comp. Ded. ▼	▲ Coll. Ded. ▼	▲ Year ▼	▲ 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	2014	FORD Escape FWD	8654	1	No	0	No	No	No
Total: \$72,502												

Vehicle Type & Description:	Total # of Vehicles:	Total New Cost
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 or more-ACV	0	\$0
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 or less	0	\$0
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:
T000020005635

GARFIELD CHARTER TOWNSHIP 

▲ number ▼	▲ Serial # ▼	▲ Year ▼	▲ Make ▼	▲ Model ▼	▲ Department ▼	▲ Type ▼	▲ AR ▼	▲ Limit ▼	▲ Spec Ded ▼
1		2006	PLYGROUND EQUIP		Parks and Recreation	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	\$ 7,290,593.00
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:
T000020005635

GARFIELD CHARTER TOWNSHIP 

▲ Loc ▼	▲ Bldg ▼	▲ 100ft ▼	▲ Fac Loc ▼	▲ Street Address ▼	▲ City ▼	▲ ST ▼	▲ Zip ▼	▲ County ▼	▲ POK ▼	▲ BC ▼	▲ Bldg Lim ▼	▲ Cont Lim ▼	▲ Mine Sub ▼	▲ Yr Built ▼	▲ FAR ▼	▲ BF ▼	▲ Special Ded ▼	▲ Sprinkler ▼	▲ Sq Ft ▼				
1	3	No	0	3848 VETERENS DRIVE TOWNSHIP HALL	TRAVERSE CITY	MI	49684		10	2	\$ 4,625,288	\$ 431,930	\$ 0	2004	R	100	0	No	7,26				
2	1	No	0	3000 ALBANY	TRAVERSE CITY	MI	49684		15	2	\$ 1,550,339	\$ 59,618	\$ 0	1974	R	925	0	No	9,75				
3	1	No	0	3000 RACQUET CLUB DR YMCA	TRAVERSE CITY	MI	49684		11	1	\$ 238,471	\$ 0	\$ 0	1974	F	800	0	No	45,60				
3	2	No	0	3000 RACQUET CLUB DRIVE	TRAVERSE CITY	MI	49684		11	1	\$ 46,733	\$ 0	\$ 0	1980	R	800	0	No	78				
4	1	No	0	EAST SILVER LAKE ROAD PARK	TRAVERSE CITY	MI	49684		11	2	\$ 215,288	\$ 0	\$ 0	2006	R	615	0	No	90				
4	2	No	0	EAST SILVER LAKE ROAD PARK	TRAVERSE CITY	MI	49684		11	1	\$ 52,189	\$ 0	\$ 0	2006	R	614	0	No	1,14				
4	3	No	0	EAST SILVER LAKE ROAD PARK	TRAVERSE CITY	MI	49684		11	1	\$ 25,791	\$ 0	\$ 0	2009	R	614	0	No					
4	4	No	0	EAST SLIVER LAKE ROAD PARK	TRAVERSE CITY	MI	49684		11	1	\$ 44,946	\$ 0	\$ 0	2009	R	614	0	No					
Totals:																							
								\$6,799,045	\$491,548	50													
Grand Total:																							
								\$7,290,593															

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
 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.**

X. LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE:

Limit of Liability Per Occurrence	\$ 0
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 \$ 7,290,593.00

XIII. Cyber Liability: No coverage

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. CYBER LIABILITY	

TOTAL PAR-PLAN ANNUAL PREMIUM: \$14,086.00

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

2022 CHARTER TOWNSHIP OF GARFIELD MEETING DATES

The regular meeting dates of the Township 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 11, 2022	July 12, 2022
January 25, 2022	July 26, 2022
February 8, 2022	August 9, 2022
February 22, 2022	August 23, 2022
March 8, 2022	September 13, 2022
March 22, 2022	September 27, 2022
April 12, 2022	October 11, 2022
April 26, 2022	October 25, 2022
May 10, 2022	November 8, 2022
May 24, 2022	November 22, 2022
June 14, 2022	December 13, 2022
June 28, 2022	

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.