

CHARTER TOWNSHIP OF GARFIELD TOWN BOARD MEETING

Tuesday, January 23, 2018 at 6:00pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

AGENDA

ORDER OF BUSINESS

Call meeting to order

Pledge of Allegiance

Roll call of Board Members

1. Public Comment

Public Comment Guidelines:

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

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

3. Consent Calendar

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

- a. Minutes – January 9, 2018 (Recommend Approval)
- b. Bills -

General Fund
(Recommend Approval)

\$ 291,501.64

- c. Consideration of Application for Change Order #2 and Progress Payment #3 to DN Tanks, Inc. for the NW Water System Division A project in the amount of \$206,812,80 (Recommend Approval)
- d. 2017 YTD State Revenue Plus (EVIP) Sales Tax Receipts (Receive and File)
- e. Amended and Restated Ordinance No. 18 – Payment in Lieu of Taxes (Introduce and schedule for public hearing on February 13, 2018)
- f. Request for an IFT District designation for Lots 4, 14, 17, 25, 27, 28, 31, 32, 33, 34, 35, 36, 37 of Hammond Industrial Park (Introduce and schedule for public hearing on February 13, 2018)
- g. PD 2018-13 – U of M eCities Recognition (Receive and File)

4. Items removed from the Consent Calendar

5. Correspondence

6. Reports

- a. Construction Report
- b. GT Metro Fire Report
- c. County Commissioner's Report
- d. Northflight Representative
- e. Treasurer's Report
- f. Supervisor's Report

7. Unfinished Business

- a. PD 2018-12 - Consideration of Resolution 2018-03-T, a resolution adopting the Charter Township of Garfield 2018-2023 Five-Year Parks and Recreation Master Plan
- b. Discussion of GT Metro Lease

8. New Business

- a. Consideration of Resolution 2018-04-T, a resolution to recommend/not recommend the application of Niedermaier Brewhouse Inc. dba Brewery Terra Firma for a New Small Wine Maker License to be located at 2959 Hartman Road, Traverse City, MI 49685
- b. Discussion regarding the Township's participation in Special Assessment District (SAD) Road Projects

9. Public Comment

10. Other Business

11. Adjournment

Lanie McManus, Clerk

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

CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD MEETING
January 9, 2018

Supervisor Korn called the Town Board Meeting to order on January 9, 2018 at 6:00p.m. at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan.

Pledge of Allegiance

Roll Call of Board Members

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

Absent and Excused: Jeane Blood Law

Also Present: Deputy Planner Eric Perdonik and Planner Rob Larrea

1. Public Comment (6:00)

None

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

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

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

Nays: None

3. Consent Calendar (6:02)

a. Minutes

December 12, 2017 Regular Meeting Minutes (Recommend Approval)

December 21, 2017 Special Meeting (Recommend Approval)

b. Bills

General Fund	\$1,146,591.30
(Recommend Approval)	

Gourdie-Fraser

Developer's Escrow Fund	\$ 1,475.00
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<u>Utility Receiving Fund</u>	<u>1,125.00</u>
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Total	\$ 2,600.00
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(Recommend Approval)

**c. Building Department 2017 Statement of Operations and Annual Report
(Receive and File)**

- d. **MTT Report (Receive and File)**
- e. **2017 Zoning Department Activities (Receive and File)**
- f. **PD Report 2017-126 – Miller Creek Nature Reserve Project Update (Receive and File)**

Duell moved and Schmuckal supported to approve the consent calendar as presented.

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

Nays: None

4. Items Removed from the Consent Calendar (6:03)

None

5. Correspondence (6:04)

- a. **Email from Brenda Hubbell – Barlow Street**
- b. **Email from Todd Vigland – Buffalo Ridge Trail**
- c. **Grand Traverse Conservation District – December 2017 Report**

6. Reports

a. Sheriff's Report (6:06)

Deputy Chris Barsheff reported that there was a total of 1,343 calls for the month of December 2017 which made up 41.21% of total calls. The number of traffic crashes increased substantially in December due to the weather. He shared a summary of statistics dating back two years with the board and said that there were 1000 calls for service prior to the previous year. The Sheriff's Department is fully staffed right now, which is good for the department and the public. Barsheff also reviewed crime prevention programs which took place in the area throughout 2017.

b. County Commissioner's Report (6:47)

Commissioner Cheryl Gore Follett said that there will be a meeting next week regarding animal control and a recommendation will be given to the board. The personnel changes that have recently occurred may have freed up some funding to fully fund animal control. She added that the Commission on Aging advisory board will be reinstated and four citizen positions on that board will be filled. The commissioners are also looking at a new law enforcement center/jail and a regional forensic center.

c. Clerk's Report (6:12)

McManus said her report was submitted in writing and that local clerks are being trained on the new voting equipment at the township hall this week.

d. Supervisor's Report (6:13)

Korn reported that there has been conversation regarding Safe Routes to Schools and trail easements are being sought. A floating holiday to be designated as New Years Eve will be taken to the Personnel Committee for discussion. The new Metro lease was approved by Acme and East Bay townships at their last meeting. Garfield Township rejected the lease. Board members decided to have a public discussion about the Metro lease at a meeting soon.

7. Unfinished Business**a. PD 2018-01 Consideration of Adoption of Parks and Receptions Master Plan for Garfield Township (6:20)**

Larrea said the Parks and Recreation Commission recommended that the Board approve the proposed Parks and Recreation Master Plan. He asked the Board to comment on the document at this time. Changes will be made in the document to reflect the current Board and to mention trail head parking at the Commons which is currently on Recreation Authority property. The beach area at Silver Lake Park was discussed since the intent was to keep that area natural. After discussion, it was decided to remove some language regarding the beach area at Silver Lake so that the remaining language reflects that the area would be kept in a natural state. A future ice rink in Silver Lake Park was also discussed.

Schmuckal moved and Walters seconded to direct staff to prepare a resolution of adoption by the Township Board with the suggested changes to be included.

Yeas: Schuckal, Walters, Agostinelli, Duell, McManus, Korn

Nays: None

b. PD 2018-02 Consideration of Resolution 2018-02-T, a resolution adopting Ordinance No. 68 (Zoning Ordinance): Amendment No. 9 – Conditional Rezoning for Serra Works of Traverse City, LLC (6:54)

Larrea said this is the final step in the Serra Works rezoning.

Walters moved and Schmuckal seconded to adopt Resolution 2018-02-T, a resolution adopting Ordinance No. 68 (Zoning Ordinance): Amendment No. 9 – Conditional Rezoning for Serra Works of Traverse City, LLC.

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

Nays: None

8. New Business**a. Consideration of Resolution 2018-01-T, a Resolution approving the financial institutions which the Township Treasurer will do business with in 2018. (6:57)**

Schmuckal moved and Duell seconded to adopt Resolution 2018-01-T, a Resolution approving the financial institutions which the Township Treasurer will do business with in 2018 as amended adding Independent Bank to the list.

*Yeas: Schmuckal, Duell, Agostinelli, McManus, Walters, Korn
Nays: None*

9. Public Comment: (6:59)

None

10. Other Business (6:59)

Commissioners discussed the avigation easement and the tree removal.

11. Adjournment

Korn moved to adjourn the meeting at 7:03pm.

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

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

Check Date	Bank	Check #	Payee	Description	GL #	Amount
01/11/2018	GEN	36562	AMERICAN WASTE	MAINTENANCE - MISC, EQUIP	308-000-935.000	266.98
01/11/2018	GEN	36563	AMERICAN WASTE	RUBBISH REMOVAL	101-265-935.604	79.00
01/11/2018	GEN	36564	AMY DEHAAN	MILEAGE - ASSESSOR	101-171-860.201	241.61
01/11/2018	GEN	36565	CHERRYLAND ELECTRIC COOP.		101-000-084.861	303.64
		36565			101-265-920.603	1,137.49
		36565			101-448-920.005	871.23
						<u>2,312.36</u>
01/11/2018	GEN	36566	CHERRYLAND ELECTRIC COOP.	COM. PROM. - SILVER LAKE PARK	308-000-880.001	421.55
01/11/2018	GEN	36567	CITY OF TRAVERSE CITY	DUE FROM #861 STREET LIGHTS	101-000-084.861	182.71
		36567			101-448-920.005	512.41
						<u>695.12</u>
01/11/2018	GEN	36568	CONSUMERS ENERGY		101-448-920.005	23.89
01/11/2018	GEN	36569	CONSUMERS ENERGY		101-000-084.861	1,432.00
		36569			101-448-920.005	5,399.88
						<u>6,831.88</u>
01/11/2018	GEN	36570	DTE ENERGY		101-265-920.601	2,077.85
01/11/2018	GEN	36571	DTE ENERGY		101-265-920.601	42.69
01/11/2018	GEN	36572	ENGINEERED PROTECTION SYS.		101-265-935.606	365.40
01/11/2018	GEN	36573	FIFTH THIRD BANK	EDUCATION & TRAINING	101-171-960.000	35.29
01/11/2018	GEN	36574	GARFIELD CHARTER TOWNSHIP	INSURANCE - EMPLOYEE HEALTH	101-851-873.030	207.69
01/11/2018	GEN	36575	GRAND TRAVERSE CONSERVATION DI	COM. PROM. - Cont. Serv GTCD	308-000-880.008	11,500.00
		36575		COM. PROM. - KIDS CREEK PARK	308-000-880.016	8,838.00
		36575		MAINTENANCE - MISC, EQUIP	308-000-935.000	11,329.04
						<u>31,667.04</u>
01/11/2018	GEN	36576	GRAND TRAVERSE COUNTY DPW	MAINTENANCE - MISC, EQUIP	308-000-935.000	11.50
01/11/2018	GEN	36577	GRID4 COMMUNICATIONS, INC.	TELEPHONE	101-265-850.000	1,055.04
01/11/2018	GEN	36578	INTEGRITY BUSINESS SOLUTIONS		101-101-726.000	29.99
		36578		SUPPLIES	101-191-726.000	43.99
						<u>73.98</u>
01/11/2018	GEN	36579	KCI	POSTAGE	101-171-726.001	3,621.05
		36579		CONTRACTED AND OTHER SERVICES	101-171-805.000	241.78

3. b.

CHECK DISBURSEMENT REPORT FOR TOWNSHIP OF GARFIELD
 CHECK DATE FROM 01/01 - 01/17/2018
 Banks.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
01/11/2018	GEN	36580	LAND INFORMATION ACCESS ASSOC	COM. PROM. - TV BOARD	101-747-880.017	185.00
01/11/2018	GEN	36581	NORTHERN OFFICE EQUIP	SUPPLIES - COPIER MAINTENANCE	101-101-726.002	433.79
01/11/2018	GEN	36582	NORTHWOODS BUSINESS FORMS	SUPPLIES	101-101-726.000	299.97
01/11/2018	GEN	36583	OLSON, BZDOK, & HOWARD	LEGAL SERVICES - TOWNBOARD	101-101-801.002	116.00
01/11/2018	GEN	36584	PITNEY BOWES INC.	POSTAGE	101-101-726.001	393.63
01/11/2018	GEN	36585	PORCELAIN PATROL SERVICE	CLEANING SERVICE	101-265-935.603	585.00
01/11/2018	GEN	36586	RUBY CLEANING SERVICE	CLEANING SERVICE	101-265-935.603	1,150.00
01/11/2018	GEN	36587	RUBY CLEANING SERVICE	MAINTENANCE - MISC, EQUIP	308-000-935.000	125.00
01/11/2018	GEN	36588	SEEDS	DONATIONS/ GRANTS	308-000-675.000	51,354.00
01/11/2018	GEN	36589	SONDEE, RACINE, DOREN	LEGAL SERVICES - TOWNBOARD	101-101-801.002	186.40
		36589		LEGAL SERVICES	101-400-801.000	462.50
						648.90
01/11/2018	GEN	36590	SPECTRUM BUSINESS		101-258-935.016	75.00
01/11/2018	GEN	36591	STAPLES	SUPPLIES	101-101-726.000	23.86
01/11/2018	GEN	36592	STATE OF MICHIGAN	EDUCATION & TRAINING	101-371-960.000	190.00
		36592		EDUCATION & TRAINING	101-412-960.000	95.00
						285.00
01/11/2018	GEN	36593	STATE OF MICHIGAN (P)	STATE TAXES PAYABLE	101-000-228.000	2,348.77
01/11/2018	GEN	36594	SUPERFLEET	GAS & CAR WASHES	101-806-862.000	141.57
01/11/2018	GEN	36595	TEMPERATURE CONTROL	MAINTENANCE-OTHER	101-265-935.608	847.50
01/11/2018	GEN	36596	TRAVERSE CITY FLEET REPAIR	MISCELLANEOUS	101-806-864.000	36.40
01/11/2018	GEN	36597	TRAVERSE CITY RECORD EAGLE	ADVERTISING	101-101-901.000	861.00
		36597			101-400-901.000	179.25
						1,040.25
01/11/2018	GEN	36598	UNITED WAY	UNITED WAY	101-000-238.000	90.00
01/11/2018	GEN	36599	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP	101-000-227.000	2,150.00
01/11/2018	GEN	36600	WADE TRIM	Const. & Land (Grant, Equip)	308-000-825.000	969.70
01/17/2018	GEN	36601	GARFIELD CHARTER TOWNSHIP	CURRENT REAL PROPERTY TAXES	101-000-403.000	177,930.60

Check Date	Bank	Check #	Payee	Description	GL #	Amount
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TOTAL - ALL FUNDS TOTAL OF 40 CHECKS 291,501.64

---	GL TOTALS	---				
101-000-084.861				DUE FROM #861 STREET LIGHTS		1,918.35
101-000-227.000				DEFERRED COMP		2,150.00
101-000-228.000				STATE TAXES PAYABLE		2,348.77
101-000-238.000				UNITED WAY		90.00
101-000-403.000				CURRENT REAL PROPERTY TAXES		177,930.60
101-101-726.000				SUPPLIES		353.82
101-101-726.001				POSTAGE		393.63
101-101-726.002				SUPPLIES - COPIER MAINTENANCE		433.79
101-101-801.002				LEGAL SERVICES - TOWNBOARD		302.40
101-101-901.000				ADVERTISING		861.00
101-171-726.001				POSTAGE		3,621.05
101-171-805.000				CONTRACTED AND OTHER SERVICES		241.78
101-171-860.201				MILEAGE - ASSESSOR		241.61
101-171-960.000				EDUCATION & TRAINING		35.29
101-191-726.000				SUPPLIES		43.99
101-258-935.016				COMPUTER NETWORK		75.00
101-265-850.000				TELEPHONE		1,055.04
101-265-920.601				HEATING / GAS		2,120.54
101-265-920.603				LIGHTS BUILDING		1,137.49
101-265-935.603				CLEANING SERVICE		1,735.00
101-265-935.604				RUBBISH REMOVAL		79.00
101-265-935.606				ELECTRONIC PROTECTION SYSTEM		365.40
101-265-935.608				MAINTENANCE-OTHER		847.50
101-371-960.000				EDUCATION & TRAINING		190.00
101-400-801.000				LEGAL SERVICES		462.50
101-400-901.000				ADVERTISING		179.25
101-412-960.000				EDUCATION & TRAINING		95.00
101-448-920.005				STREET LIGHTS TOWNSHIP		6,807.41
101-747-880.017				COM. PROM. - TV BOARD		185.00
101-806-862.000				GAS & CAR WASHES		141.57
101-806-864.000				MISCELLANEOUS		36.40
101-851-873.030				INSURANCE - EMPLOYEE HEALTH		207.69
308-000-675.000				DONATIONS/ GRANTS		51,354.00
308-000-825.000				Const.& Land (Grant, Equip)		969.70
308-000-880.001				COM. PROM. - SILVER LAKE PARK		421.55
308-000-880.008				COM. PROM. - Cont. Serv GTC		11,500.00
308-000-880.016				COM. PROM. - KIDS CREEK PARK		8,838.00
308-000-935.000				MAINTENANCE - MISC, EQUIP		11,732.52
				TOTAL		291,501.64

CONTRACT CHANGE ORDER #2 SUMMARY

DATE OF ISSUANCE: 12/30/2017
 OWNER: Charter Township of Garfield
 CONTRACTOR: DN Tanks, Inc.
 Project Name: NW Water System - Potable Water Storage Tank
 Project No: Division A - 16037
 ENGINEER: Gourdie-Fraser

You are directed to make the following changes in the Contract Documents:

Description: **Winter Shutdown**

Reason for Change Order: **Due to need for access to water to test & place in operation.
(Water main extension project completed by others).**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$935,000.00	Original Contract Times: Substantial Completion: <u>November 30, 2017</u> Ready for Final Payment: <u>November 30, 2017</u> (days or dates)
Net Increase from Previous: Change Orders <u>1</u> To <u>2</u> -0-	Contract Times prior to this Change Order: Substantial Completion: <u>November 30, 2017</u> Ready for Final Payment: <u>November 30, 2017</u> (days or dates)
Contract Price Prior to this Change Order: \$984,500.00	Net Increase this Change Order: Substantial Completion: <u>August 31, 2018</u> Ready for Final Payment: <u>September 30, 2018</u> (days or dates)
Net Increase of this Change Order:	Contract Times with all Approved Change Orders: Substantial Completion: <u>August 31, 2018</u> Ready for Final Payment: <u>September 30, 2018</u> (days or dates)
Contract Price with all Approved Change Order: \$984,500.00	

RECOMMENDED:

APPROVED:

ACCEPTED

By: [Signature]
 ENGINEER (Authorized Signature)
 Date: 12-30-17

By: _____
 OWNER (Authorized Signature)
 Date: _____

By: [Signature]
 CONTRACTOR (Authorized Signature)
 Date: 1-4-18



Engineering
Surveying
Testing &
Operations

123 West Fror. 31
Traverse City, Michigan 49684
231 946 5874
231 946 3703

OWNER

Charter Township of Garfield

ENGINEER

Gourdie-Fraser
123 W. Front Street
Traverse City, MI 49684

CONTRACTOR

DN Tanks, Inc.
PO Box 670690
Dallas, TX 75267-0690

CONTRACT AMOUNT
ORIGINAL: \$935,000.00

COMPLETION DATE
ORIGINAL: November 30, 2017

DATES OF ESTIMATES
FROM: 10/31/17

REVISED: \$984,500.00

REVISED: August 31, 2018

TO: 12/31/17

APPLICATION FOR PROGRESS PAYMENT

Payment No. 3

Project: NW Water System Division A:

GFA Project No: 16037

Item	Description of Item	CONTRACT ITEMS (Original)		Contract Items (Revised)		THIS PERIOD		TOTAL TO DATE			
		Unit	Qty.	Cost/ Unit	Item Cost	Qty.	Item Cost	Cost	%		
1	Mobilization/Bonds/Insurance	LS	1	\$16,300.00	\$16,300.00		\$0.00	0%	1	\$16,300.00	100%
2	Excavation including installation of site piping and accessories (within 15' perimeter of tank)	LS	1	\$109,100.00	\$109,100.00		\$0.00	0%	1	\$109,100.00	100%
3	Foundation	LS	1	\$74,900.00	\$74,900.00		\$0.00	0%	1	\$74,900.00	100%
4	Tank Installation	LS	1	\$710,800.00	\$710,800.00		\$0.00	24%	1	\$685,922.00	97%
5	Disinfection/Testing	LS	1	\$4,500.00	\$4,500.00		\$0.00	0%		\$0.00	0%
6	Site Restoration and Grading	LS	1	\$19,400.00	\$19,400.00		\$0.00	50%	1	\$9,700.00	50%
	Change Order No. 1 - Exterior Pileasters w/Horiz Band	LS	1	\$49,500.00	\$49,500.00		\$0.00	100%	1	\$49,500.00	100%
				\$984,500.00			\$0.00			\$229,792.00	\$945,422.00



Engineering
Surveying
Testing &
Operations

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

APPLICATION FOR PROGRESS PAYMENT

Payment No. 3

Project: NW Water System Division A:

GFA Project No: 16037

Original Contract Amount	935,000.00	
Change Orders	49,500.00	
Adjusted Contract Amount to Date	984,500.00	
Total Cost of Work Performed to date	945,422.00	96%
MINUS Retainage in Accordance with the Contract	94,542.20	10%
MINUS Additional Retainage		0%
Net Amount Earned on Contract and Extra Work to Date	850,879.80	
PLUS Value of Materials Stored at Close of This Period	850,879.80	
Subtotal	644,067.00	
MINUS Amount of Previous Payments		
BALANCE DUE THIS PAYMENT	206,812.80	

CHANGE ORDERS	
No./Date	Amount
1 - 06/21/2017	\$49,500.00
2 - 12/30/2017	
TOTAL	\$49,500.00

Payment No.	Amount
1	221,984.59
2	422,082.41
TOTAL	644,067.00



Engineering
Surveying
Testing &
Operations

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

Payment No. 3

Project: NW Water System Division A:
Potable Water Storage Tank

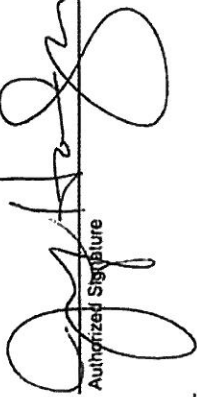
GFA Project No: 16037

The undersigned CONTRACTOR certifies that: (1) Any previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the contract Documents and not defective as that term is defined in the Contract Documents

Two Hundred Six Thousand Eight Hundred Twelve and Eighty Cents
Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: December 31, 2017


GOURDIE-FRASER
(ENGINEER)


Authorized Signature

Date: 1/4/18

ONTANKS

(CONTRACTOR)


Authorized Signature

2017 State Shared Revenue

State of Michigan Revenue Sharing - Constitutional & (EVIP)											
Period For	2015	EVIP	Total	2016	EVIP	2016 Total	2017	EVIP	2017 Total	(%) of Change from 2016	Difference From 2016 to 2017
Nov - Dec PD Mar	\$ 211,681.00	\$ 7,170.00	\$ 218,851.00	\$ 205,411.00	\$ 7,170.00	\$ 212,581.00	\$ 217,905.00	\$ 7,170.00	\$ 225,075.00	5.88%	\$ 12,494.00
Jan - Feb PD May	\$ 186,832.00	\$ 7,170.00	\$ 194,002.00	\$ 195,372.00	\$ 7,170.00	\$ 202,542.00	\$ 225,890.00	\$ 7,170.00	\$ 233,060.00	15.07%	\$ 30,518.00
Mar - April PD July	\$ 191,761.00	\$ 7,170.00	\$ 198,931.00	\$ 195,055.00	\$ 7,170.00	\$ 202,225.00	\$ 203,234.00	\$ 7,170.00	\$ 210,404.00	4.04%	\$ 8,179.00
May - June PD Sept	\$ 204,632.00	\$ 7,123.00	\$ 211,755.00	\$ 214,896.00	\$ 7,173.00	\$ 222,069.00	\$ 225,598.00	\$ 7,173.00	\$ 232,771.00	4.82%	\$ 10,702.00
July - Aug PD Oct	\$ 215,919.00	\$ 7,170.00	\$ 223,089.00	\$ 218,959.00	\$ 7,170.00	\$ 226,129.00	\$ 238,995.00	\$ 9,370.00	\$ 248,369.00	9.84%	\$ 22,240.00
Sept - Oct PD Dec	\$ 216,923.00	\$ 7,170.00	\$ 224,093.00	\$ 217,140.00	\$ 7,170.00	\$ 224,310.00	\$ 230,886.00	\$ 9,370.00	\$ 240,056.00	7.02%	\$ 15,746.00
TOTAL	\$ 592,289.00	\$ 21,510.00	\$ 611,804.00	\$ 597,854.00	\$ 21,510.00	\$ 617,348.00	\$ 1,344,325.00	\$ 47,423.00	\$ 1,399,735.00	7.76%	\$ 99,879.00

Personal Property Community Stabilization Share Revenue	
Annual Rec-31	Received separate from State
\$ 47,087.00	

Township Budgeted for 2017	\$1,200,000.00
YTD Received From State	\$ 1,389,735.00
DIFFERENCE	\$ 189,735.00

\$ 1,290,857.00 State Projected for 2017 (Constitutional \$ 1,247,834, and EVIP \$ 43,023.00 Total \$ 1,290,857.)

CHARTER TOWNSHIP OF GARFIELD

AMENDED AND RESTATED ORDINANCE NO. 18

(PAYMENT IN LIEU OF TAXES)

An Ordinance to provide that the tax exemption and attendant provision for the payment of a service charge in lieu of taxes established in Section 15a(1) of the State Housing Development Authority Act, being Act No. 346 of the Public Acts of 1966, as amended (hereinafter referred to as the "Act"), shall apply only to those classes of housing projects within the boundaries of the Charter Township of Garfield to which Section 15a(1) applies and as more particularly defined within this Ordinance No. 18, and to provide that this Ordinance shall be effective thirty (30) days following legal publication.

THE CHARTER TOWNSHIP OF GARFIELD ORDAINS:

Section 1. Title.

This Ordinance shall be known as the Charter Township of Garfield Tax Exemption and Payment in Lieu of Taxes Ordinance.

Section 2. Public Purpose.

It is within the public purposes of the State of Michigan and its political subdivisions to facilitate the provision of adequate housing for its citizens of low income through the provision of an exemption from the payment of ad valorem property taxes with an attendant and consequent payment of service charges in lieu thereof in accordance with the provisions of the ~~State Housing Development Authority Act of 1966 (1966 PA 346, as amended) (the "Act")~~. The Charter Township of Garfield is authorized by the Act to establish or change the service charge to be paid in lieu of taxes by specific classes of housing exempt from the payment of ad valorem property taxes in amount which is not in excess of the amount of taxes that would otherwise be paid in the absence of such an exemption.

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Section 3. Eligible Housing Projects.

The tax exemption established in Subsection (1) of Section 15(a) of ~~the Act 346 of 1966 as amended (hereinafter referred to as the "Act")~~, Section 125.1415(a) shall apply to housing projects within the boundaries of the Charter Township of Garfield which meet all of the following criteria, upon approval of a resolution by the Township Board pursuant to Section 34, below:

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- (1) Projects which are financed with a Federally-aided or State-aided mortgage on a housing project to which the State Housing Development Authority (hereinafter referred to as the "Authority") allocates low income housing tax credits under section 22b.
- (2) Projects which serve lower-income families, elderly, and/or handicapped.

Section 4. Resolution of Approval.

Prior to being eligible for tax exemption under this Ordinance, each housing development shall be presented to the Township Board, which shall make a determination by resolution as to whether the housing development qualifies for exemption and, if so, shall set forth the payment in lieu of taxes to be

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CHARTER TOWNSHIP OF GARFIELD

AMENDED AND RESTATED ORDINANCE NO. 18

(PAYMENT IN LIEU OF TAXES)

made for that housing development. Further, documentary evidence must be presented to the Township to establish that the project so qualifies, whether by making available to tenants a program of rent supplements or housing assistance payments, as established and allocated under the rules and regulations of either HUD or the Authority, or both, or otherwise qualifies by law.

Section 5. Property Tax Exemption.

Housing projects which qualify under Section 23 above shall have may be granted the tax exemption provided in the above-mentioned subsection (1) of Section 15(a), provided the owner of a housing project has complied with the Act, is current with all taxes and assessments on the subject property, and has annually submits - filed before August 1st a an audited financial statement for each previous calendar year, as requested, with the Township Assessor by August 1st, annually.

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Section 6. Service Charge in Lieu of Taxes.

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

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- (1) Housing projects approved for tax exemption under this ordinance shall pay a service charge in the amount equal to ten (10) percent of annual shelter rent, except as provided in ..././././Documents and Settings/swh/Local Settings/Temporary Internet Files/Content.Outlook/level3/TIDM_CH9PRTALECO_ART5TAASLOCOHO.docx TIDM_CH9PRTALECO_ART5TAASLOCOHO_S1.412SECHLITA Subparagraph 2, below. Annual shelter rent is defined as the total collections from all occupants of a housing project exclusive of any charges for gas, electricity, heat, or other utilities furnished to the occupants.
(2) Housing projects approved for tax exemption under this ordinance may request a lower service charge, which the Township may set as part of its Resolution of Approval provided for in Section 34. Projects previously approved under this Ordinance may also request a requalification of the service charge. The granting of requalification requests shall require the approval of the Township Board and would be effective the subsequent tax year.
(3) Housing projects provided with rent assistance under the Section 8 Program of the United States Housing Act of 1937, as amended by the Housing and Community Development Act of 1974 as amended, shall pay a service charge in the amount equal to four (4) percent of the contract rents of the preceding calendar year, exclusive of any charges for gas, electricity, heat, or other utilities furnished to the occupants.

(4) Late fees ... need to review Law for what is allowable.

The service charge shall be paid by April 1st of each year. Payments not received by April 1st, will be referred to the Township Board for review, and possible revocation of the exemption.

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CHARTER TOWNSHIP OF GARFIELD

AMENDED AND RESTATED ORDINANCE NO. 18

(PAYMENT IN LIEU OF TAXES)

Section 7. Municipal Services Agreement.

The housing project owner shall enter into a Municipal Services Agreement (hereinafter referred to as "MSA") with the Township. This MSA shall cover the added costs for Police and Fire Protection due to the development of the housing project and the additional occupants now requiring such protection. The MSA shall be calculated as follows:

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(1) For Year 1, the Assessed Value of the property in the year the Township board approves the service charge in lieu of taxes, shall be the basis of the MSA payment. For each subsequent year, that Assessed Value will be increased by the CPI as determined annually by the State; and

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(2) An annual millage rate of 5, for the duration of the exemption; and

(3) The MSA payment shall be made by April 1st each year.

Once the Municipal Services Agreement is signed by the housing project owner and the Township, the housing project owner understands that there is no right to appeal subsequent year's assessed values to the Michigan Tax Tribunal. Filing such an appeal will cause the Township to begin action to revoke the exemption.

Section 78. Duration of Exemptions and Service Charges in Lieu of Taxes.

The exemption from real property taxes and attendant payment service charges in lieu thereof as provided by Section 15a of the Act and this Ordinance 18 shall remain in effect for (i) the original term of the Mortgage loan, (ii) for such period of time as the Authority extends the Qualified Project period pursuant to a Low Income Housing Tax Credit award, or (iii) fifty years, whichever is less.

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Section 98. Contractual Effect of Ordinance.

Notwithstanding the provisions of Section 4 of the Act, to the contrary, a contract shall be deemed effective between the Township and the housing project ownerDeveloper, with the Authority as third party beneficiary hereunder, to provide tax exemption and accept payments in lieu of taxes as previously described by the enactment of this Ordinance and adoption of a project specific resolution.

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Section 910. Severability.

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

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Section 101. Effective Date.

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CHARTER TOWNSHIP OF GARFIELD

AMENDED AND RESTATED ORDINANCE NO. 18

(PAYMENT IN LIEU OF TAXES)

This Ordinance shall become effective thirty (30) days after publication. All existing ordinances in conflict with the content of this Ordinance 18 shall be and the same are hereby repealed to the extent necessary to eliminate such conflict.

The following voted:

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Yeas: Agostinelli, Schumacher, Featherstone, Blood, Wilson, Schmuckal, Korn

Nays: None

Abstain: None

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Absent: None

CERTIFICATION

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I hereby certify that the foregoing was duly adopted by the Township Board of the Garfield Charter Township, Grand Traverse County, Michigan, at its regular meeting on the 13th day of August, 2013-2018, and that (7) seven members of the Township Board were present and (7) seven voted for the adoption of the Ordinance.

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Kay Schumacher Lanie McManus, Township
Clerk

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Charter Township of Garfield

Introduced: July 23, 2013 January 23, 2018

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Adopted: August 13, 2013

Published: August 23, 2013

Effective: September 23, 2013

Amy DeHaan

From: jim@schmuckalrealtor.com on behalf of Schmuckal Office [office@schmuckalrealtor.com]
Date: Thursday, January 11, 2018 9:41 AM
To: Amy DeHaan
Cc: tam.inc@traverseareamachining.com; Butch Broad; Dave Prevo; Gary Holcombe; Jerri Kindlinger
Subject: Re: IFT Application
Attachments: HIC Survey Plan.pdf

- We are formally requesting the remaining unsold lots in Hammond Industrial Centre to be qualified for an Tax Abatement District in Garfield Township.
- We feel that Tax Abatement District in Hammond Industrial park would encourage manufacturers and industries to locate in HIC/Garfield Township.
- Attached is the survey plan for Hammond Industrial with the vacant lots identified accordingly. (Lot #: 4, 14, 17, 25, 25, 27, 28, 31, 32, 33, 34, 35, 36, 37, & ~~Outlot B~~)
- Currently we are working with Traverse Area Machining on Lot #28 to purchase the subject property to build a 10,000 sq. ft. manufacturing building (in all appearance we feel that this manufacturer qualifies per the guidelines of the Tax Abatement process.)
- Amy, would you let us know if this presentation is adequate for the townships review as a formal application or do we need to fill out some other form?
- We very much appreciate your assistance in this matter.... JAS

James A. Schmuckal, Realtor
 5547 South Airport Rd. W, Suite A
 Traverse City, MI 49684
 231-946-5100
 231-620-2260 (Jim – cell)
 231-946-5408 (fax)
office@schmuckalrealtor.com
www.jaschmuckal.com

On Tue, Jan 2, 2018 at 1:31 PM, Amy DeHaan <adehaan@garfield-twp.com> wrote:

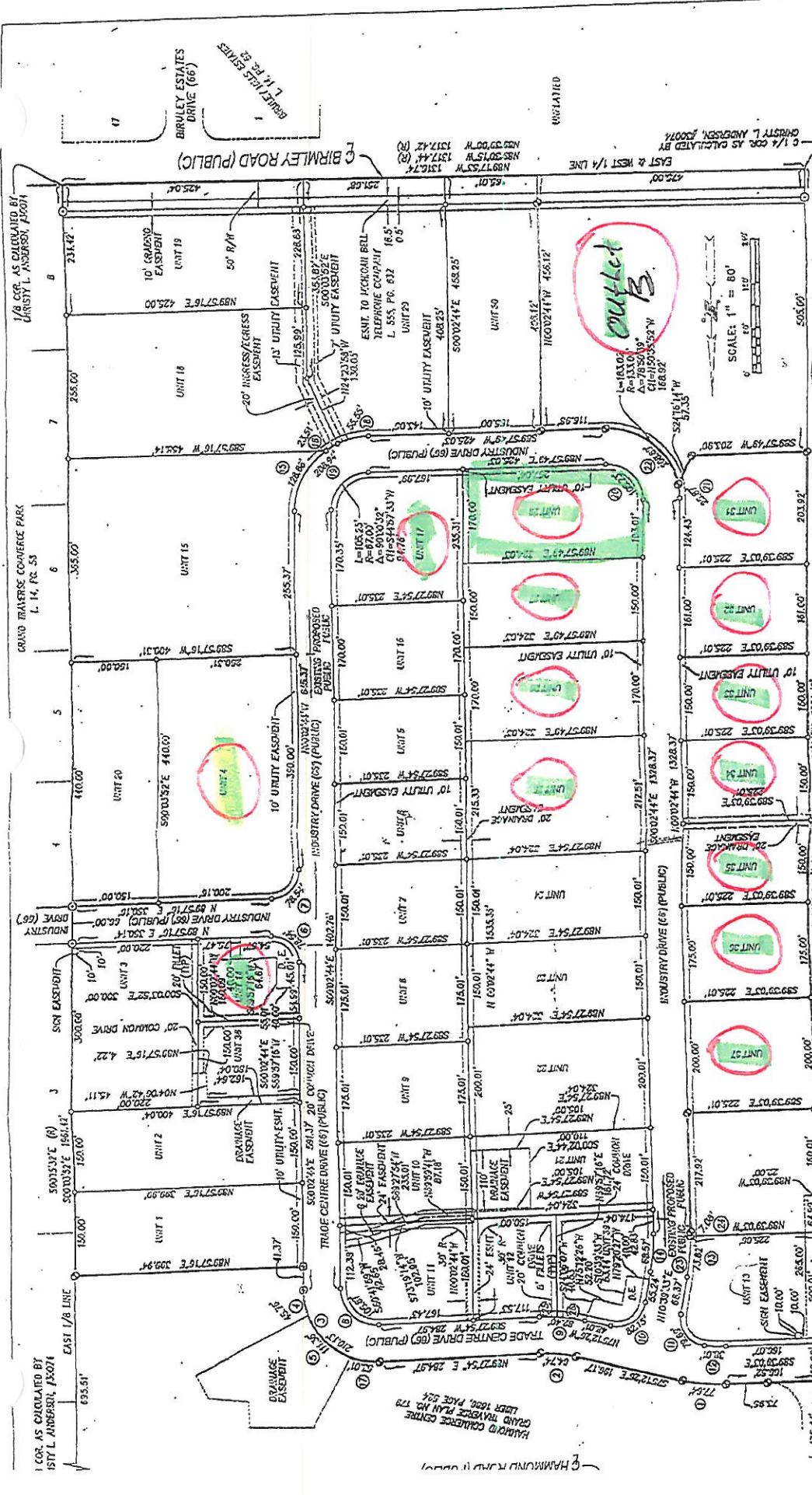
Please see attached.

Amy L. DeHaan, MMAO(4)

Assessor - Garfield Charter Twp.

Grand Traverse County

[\(231\) 941-1620](tel:2319411620)



1/4 COR. AS CALCULATED BY CHRISTY L. ANDERSON, JACOBI
 GRAND TRAVERSE COURAGE PARK
 L. 14, P.C. 53

1/4 COR. AS CALCULATED BY CHRISTY L. ANDERSON, JACOBI
 EAST 1/4 LINE
 633.51'

INDUSTRY DRIVE (66) PUBLIC
 TRADE CENTRE DRIVE (65) PUBLIC
 BIRMALEY ROAD (PUBLIC)
 BURVLEY ESTATES DRIVE (66)
 L. 14, P.C. 53

UNPLATTED

SCALE: 1" = 80'

STEVEN P. BIE
 PROFESSIONAL SURVEYOR NO. 35691

HAMMOND INDUSTRIAL CENTRE
 SURVEY PLAN UNITS 1-31

AMENDED 1-B-08

REVISIONS:
 0. 2. 01
 1. 01
 2. 01
 3. 01
 4. 01
 5. 01
 6. 01
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ENGINEER - SURVEYOR - INSPECTOR - TESTING SHEET 3

CURVE	RADIUS	ASC. LEIGHTH	CHORD BEARING	LEIGHTH	CHORD BEARING	LEIGHTH	CHORD BEARING	LEIGHTH	CHORD BEARING
1	242.00'	71.51'	59.22°E	61.55'	57.82°E	61.55'	57.82°E	61.55'	57.82°E
2	131.00'	210.00'	57.82°E	163.85'	57.82°E	163.85'	57.82°E	163.85'	57.82°E
3	131.00'	47.76'	57.82°E	45.53'	57.82°E	45.53'	57.82°E	45.53'	57.82°E
4	131.00'	111.35'	57.82°E	108.14'	57.82°E	108.14'	57.82°E	108.14'	57.82°E
5	50.00'	78.51'	57.82°E	70.71'	57.82°E	70.71'	57.82°E	70.71'	57.82°E
6	50.00'	78.51'	57.82°E	70.71'	57.82°E	70.71'	57.82°E	70.71'	57.82°E
7	50.00'	78.51'	57.82°E	70.71'	57.82°E	70.71'	57.82°E	70.71'	57.82°E
8	50.00'	78.51'	57.82°E	70.71'	57.82°E	70.71'	57.82°E	70.71'	57.82°E
9	50.00'	78.51'	57.82°E	70.71'	57.82°E	70.71'	57.82°E	70.71'	57.82°E
10	50.00'	78.51'	57.82°E	70.71'	57.82°E	70.71'	57.82°E	70.71'	57.82°E
11	50.00'	78.51'	57.82°E	70.71'	57.82°E	70.71'	57.82°E	70.71'	57.82°E
12	242.00'	35.01'	57.82°E	31.87'	57.82°E	31.87'	57.82°E	31.87'	57.82°E
13	242.00'	35.01'	57.82°E	31.87'	57.82°E	31.87'	57.82°E	31.87'	57.82°E

CURVE	RADIUS	ASC. LEIGHTH	CHORD BEARING	LEIGHTH	CHORD BEARING	LEIGHTH	CHORD BEARING	LEIGHTH	CHORD BEARING
14	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
15	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
16	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
17	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
18	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
19	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
20	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
21	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
22	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
23	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
24	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
25	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
26	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
27	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
28	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
29	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
30	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E
31	157.00'	64.37'	57.82°E	149.71'	57.82°E	149.71'	57.82°E	149.71'	57.82°E

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UNPLATTED

SCALE: 1" = 80'

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HAMMOND INDUSTRIAL CENTRE
 SURVEY PLAN UNITS 1-31

AMENDED 1-B-08

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ENGINEER - SURVEYOR - INSPECTOR - TESTING SHEET 3



Charter Township of Garfield
Grand Traverse County, MI

Provided by: Amy L. DeHaan, MMAO(4)
Assessor

EXAMPLE COMPANY

Traverse City, Michigan (Traverse City Area Public Schools District)

12 -Year PA 198 Real Property Tax Estimate

Total 12-Year Investment		18-Jan-2018
Land:	\$	500,000
Building:	\$	1,000,000
M&E:	\$	-
F&F:	\$	-
Computer:	\$	-
OM/Elec/Test:	\$	-
Millage Rate (Real):		45.4810
Millage Rate (Personal):		19.1310
SET Mills Abated:		0.0000
School Operating Mills Abated:		9.0000
Rate w/Abatement (Real):		26.9154
Rate w/Abatement (Personal):		9.5654

Year	Building ONLY		Tax on Building		Tax on Land		Total Tax		Local School		Local		Total Value of Abatement
	Value	w/Abatement	NO Abatement	NO Abatement	NO Abatement	NO Abatement	with Abatement	without Abatement	Operating Millage Abated	Operating Abatement	Non-School Abatement	Abatement	
1	2018	\$ 500,000	\$ 13,458	\$ 22,741	\$ 11,370	\$ 11,370	\$ 24,828	\$ 34,111	\$ 4,500	\$ 4,783	\$ 4,783	\$ 9,283	
2	2019	\$ 505,000	\$ 13,592	\$ 22,968	\$ 11,370	\$ 11,370	\$ 24,963	\$ 34,338	\$ 4,545	\$ 4,831	\$ 4,831	\$ 9,376	
3	2020	\$ 510,050	\$ 13,728	\$ 23,198	\$ 11,370	\$ 11,370	\$ 25,098	\$ 34,568	\$ 4,590	\$ 4,879	\$ 4,879	\$ 9,469	
4	2021	\$ 515,151	\$ 13,865	\$ 23,430	\$ 11,370	\$ 11,370	\$ 25,236	\$ 34,800	\$ 4,636	\$ 4,928	\$ 4,928	\$ 9,564	
5	2022	\$ 515,151	\$ 13,865	\$ 23,430	\$ 11,370	\$ 11,370	\$ 25,236	\$ 34,800	\$ 4,636	\$ 4,928	\$ 4,928	\$ 9,564	
6	2023	\$ 520,302	\$ 14,004	\$ 23,664	\$ 11,370	\$ 11,370	\$ 25,374	\$ 35,034	\$ 4,683	\$ 4,977	\$ 4,977	\$ 9,660	
7	2024	\$ 520,302	\$ 14,144	\$ 23,664	\$ 11,370	\$ 11,370	\$ 25,514	\$ 35,034	\$ 4,683	\$ 4,977	\$ 4,977	\$ 9,660	
8	2025	\$ 525,505	\$ 14,286	\$ 23,900	\$ 11,370	\$ 11,370	\$ 25,656	\$ 35,271	\$ 4,730	\$ 5,027	\$ 5,027	\$ 9,756	
9	2026	\$ 525,505	\$ 14,286	\$ 23,900	\$ 11,370	\$ 11,370	\$ 25,656	\$ 35,271	\$ 4,730	\$ 5,027	\$ 5,027	\$ 9,756	
10	2027	\$ 530,760	\$ 14,428	\$ 24,139	\$ 11,370	\$ 11,370	\$ 25,799	\$ 35,510	\$ 4,777	\$ 5,077	\$ 5,077	\$ 9,854	
11	2028	\$ 530,760	\$ 14,428	\$ 24,139	\$ 11,370	\$ 11,370	\$ 25,799	\$ 35,510	\$ 4,777	\$ 5,077	\$ 5,077	\$ 9,854	
12	2029	\$ 530,760	\$ 14,428	\$ 24,139	\$ 11,370	\$ 11,370	\$ 25,799	\$ 35,510	\$ 4,777	\$ 5,077	\$ 5,077	\$ 9,854	
		\$	\$ 168,514	\$ 283,312	\$ 136,443	\$ 136,443	\$ 304,957	\$ 419,755	\$ 56,063	\$ 59,586	\$ 59,586	\$ 115,650	

These tax estimates represent general approximations, and are not meant as precise projections of tax liability.
 These tax estimates do not have the force of law, nor should they be construed as an incentive offer from the Charter Township of Garfield.
 Further consultation with a private tax attorney and/or a certified public accountant is highly recommended to firms considering location or expansion in Michigan.

INDUSTRIAL PROPERTY TAX ABATEMENT (P.A. 198 OF 1974, AS AMENDED)

Industrial property tax abatements provide incentives for eligible businesses to make new investment in Michigan. These abatements encourage Michigan manufacturers to build new plants, expand existing plants, renovate aging plants, or add new machinery and equipment. High-technology operations are also eligible for the abatement. 'High-technology activity' is defined in the Michigan Economic Growth Authority (MEGA) Act as: advanced computing, advanced materials, biotechnology, electronic device technology, engineering or laboratory testing related to product development, medical device technology, product research and development and advanced vehicles technology or technology that assists in the assessment or prevention of threats or damage to human health or the environment. Abatements Under P.A. 198 can significantly reduce property taxes on new investment for eligible firms.

ESTABLISHING THE DISTRICT

Tax benefits are granted by the legislative body of the city, township or village in which the investment will be located. A public hearing is held and a resolution is adopted to approve the establishment of an Industrial Development District (for a new project) or a Plant Rehabilitation District (for a rehabilitation project). A written request to establish the district must be filed with the clerk of the local unit of government prior to commencement of construction, alteration or installation of equipment.

Once the district is established, the company may apply for an abatement on property taxes (real and personal) for up to 12 years.

APPLICATION PROCESS

Industrial property tax abatements must be approved at both the local and state levels. The eligible business files an application (Michigan Department of Treasury Form 1012) with the local clerk after the district has been established and no later than six months after commencement of the project. The local unit adopts a resolution approving the application and determines the length of years for the

abatement. After a local public hearing, the application is filed and reviewed by the State Tax Commission (STC) and the Michigan Economic Development CorporationSM (MEDC). The STC then grants final approval and issues the exemption certificate. Locally approved applications (with attachments) must be received by the STC no later than October 31, in order to receive consideration and action by December 31.

Applications to the STC must include an agreement signed by the local unit and the operator of the facility outlining the conditions of the abatement. This shall include an affidavit that no payment of any kind in excess of the fee allowed under the Act has been made or promised in exchange for favorable consideration of the exemption application.

Once approved, the firm pays an Industrial Facilities Exemption (IFE), instead of the property tax, that reflects the abatement savings.

ELIGIBLE FACILITIES

Industrial plants eligible for tax abatement are those that primarily manufacture or process goods or materials by physical or chemical change. Related facilities of Michigan manufacturers such as offices, engineering, research and development, warehousing or parts distribution are also eligible for exemption.

Research and development laboratories, high-tech facilities and large communications centers can qualify throughout Michigan.

Facilities used for warehousing, distribution or logistics purposes can be eligible if they locate in specific border counties. At least 90% of the property, excluding the surrounding green space, must be used for warehousing, distribution, logistics or communications center and occupy a building or structure that is more than 100,000 square feet. Eligible border counties include Berrien, Branch, Cass, Chippewa, Dickinson, Gogebic, Hillsdale, Iron, Lenawee, Menominee, Monroe, St. Clair, St. Joseph and Wayne.

The exemption applies to buildings, building improvements, machinery, equipment, furniture and fixtures. Real and personal property are eligible whether owned or leased (provided the lessee is liable for payment of taxes on the property).

The exemption covers only the specific project that is the subject of the application. Any buildings and equipment that existed prior to construction of a new facility are not exempt. If the project is for rehabilitation, the value of any pre-existing obsolete property is exempt from ad valorem property taxes, but will be used as the base for the IFE. Similarly, any structures or equipment added after completion of the project are fully taxable.

Land is specifically excluded from the benefits of the act and is fully taxable.

TAX IMPACT

The New Industrial Personal Property Exemption and IFE Treatment

Under the reforms related to the Michigan Business Tax (MBT), industrial personal property situated on industrial parcels will automatically be exempt from the 6-mill State Education Tax (SET) and 18 mills for local schools. The automatic exemption of 24 mills will continue after the IFE expires. The remaining local mills will be abated 50% under P.A. 198.

Real and Non-Industrial Personal Property IFE Treatment

The IFE on a new plant and non-industrial personal property (like high-tech personal property) is computed at half the local property tax millage rate. This amounts to a reduction in property taxes of approximately 50%. In addition, the 6-mill SET may be abated 100%, 50% or not at all. Any SET abatement must be negotiated with the MEDC.

Rehabilitation of Real or Personal Property IFE Treatment

For an obsolete plant or machinery that is being replaced or restored, the IFE is frozen at the assessed value of the plant prior to improvement. This results in a 100% exemption from property tax on the value of the improvements.

Speculative Building IFE Treatment

In order for a speculative building to qualify for abatement, the local unit must approve a resolution declaring it as a speculative building prior to identifying occupants. Initial construction and finishing costs would be eligible for a reduction in property taxes of approximately 50%.

ADDENDUM

Personal Property Tax Relief

~~In addition to the automatic reduction of 24 mills on industrial personal property, manufacturers are allowed to claim a 35% tax credit on the MBT form for property taxes paid on the same industrial personal property. The estimated overall impact is a 65% reduction in property taxes on industrial personal property.~~

~~Commercial personal property will receive an automatic reduction of 12 mills for local schools on their property tax bill.~~

For more information, contact the MEDC Customer Assistance Center at 517.373.9808.

Changed due to "phase out" of Industrial Personal Property Tax.

Frequently Asked Questions (FAQ)
Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption)
(PA 198 of 1974, as amended)

The following frequently asked questions are being provided as a service to assessors and taxpayers to better inform them about the administration of Public Act 198 of 1974, as amended.

Note: The information contained in these frequently asked questions constitutes an analysis of one or more statutes and not legal advice. Since the analysis is limited to general statutory requirements, individual facts may result in different conclusions being reached. Therefore, individuals may wish to consult legal counsel.

1. What is an Industrial Facilities Exemption?

The Plant Rehabilitation and Industrial Development Districts Act, (known as the Industrial Facilities Exemption) PA 198 of 1974, as amended, provides a tax incentive to manufacturers to enable renovation and expansion of aging facilities, assist in the building of new facilities and to promote the establishment of high tech facilities. An Industrial Development District (IDD) or a Plant Rehabilitation District (PRD) must be created prior to initiating a project so it is essential that you consult your local assessor before commencing a project. An Industrial Facilities Exemption (IFE) certificate entitles the facility to exemption from ad valorem real and/or personal property taxes for a term of 1-12 years as determined by the local unit of government. Applications are filed, reviewed and approved by the local unit of government, but are also subject to review at the State level by the Property Services Division and the Michigan Economic Development Corporation. The State Tax Commission (STC) is ultimately responsible for final approval and issuance of certificates. Exemptions are not effective until approved by the STC.

2. What is the difference between an Industrial Development District and a Plant Rehabilitation District?

The main difference is that an Industrial Development District (IDD) covers only new facility projects and a Plant Rehabilitation District (PRD) is designed primarily for rehabilitation projects and requires a finding that 50% or more of the industrial property within the district is obsolete. (See MCL 207.554(5).) The 50% obsolescence requirement is measured by dividing the State Equalized Value (SEV) of the obsolete property by the SEV of all of the properties in the district and multiplying the result by 100.

3. Should a Plant Rehabilitation District (PRD) include only the project that is currently being rehabilitated?

Yes. This recommendation allows applicants to apply for additional replacement facilities where they otherwise might not be allowed. [This is true because in order to have a PRD, at least 50% of the properties in the rehabilitation district must be obsolete. This is measured by dividing the State Equalized Value (SEV) of the obsolete properties in the district by the SEV of all properties in the district and multiplying the result by 100.]

Frequently Asked Questions (FAQ)
Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption)
(PA 198 of 1974, as amended)

Yes. Guidelines for the dissolving of a district can be found in MCL 207.554(8), which states the following:

“A local governmental unit, by resolution of its legislative body, may terminate a plant rehabilitation district or an industrial development district, if there are no industrial facility exemption certificates in effect in the plant rehabilitation district or the industrial development district on the date of the resolution to terminate.”

6. How do I apply for an Industrial Facilities Exemption Certificate?

An application for the Industrial Facilities Exemption can be found at the Michigan Department of Treasury website: www.michigan.gov/propertytaxexemptions.

File two copies of the completed application and all attachments with the clerk of the local governmental unit where the facility is located. You must meet the following qualifications of the Act:

- a. The facility must be located within an established Industrial Development or Plant Rehabilitation District;
- b. The applicant is a qualifying business as outlined in MCL 207.552; and
- c. The application for the exemption can be prefiled, but must be filed within six months of the commencement of the improvements.

7. Are there provisions in the application process which are time sensitive?

Yes. There are several provisions which cause the application process to be very time-sensitive.

MCL 207.553(8)(b) provides that a speculative building must be one that is constructed *before* a specific user is identified.

MCL 207.554(3) requires that the request for the establishment of a proposed Plant Rehabilitation District (PRD) or Industrial Development District (IDD) must be made *prior* to the start of construction of the property for which exemption is being sought.

MCL 207.554(4) requires that *before* adopting a resolution establishing a PRD or IDD the legislative body shall give written notice by certified mail to the owners of all real property within the proposed PRD or IDD, hold a public hearing on the proposed establishment, and grant a right to appear and be heard regarding same.

Frequently Asked Questions (FAQ)
Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption)
(PA 198 of 1974, as amended)

PA 206 of 1969, also known as the Administrative Procedures Act (APA) provides for an appeal to the circuit court within 60 days of the date the STC denies the application for an IFEC. (See MCL 24.301 through MCL 24.306.)

10. Is it possible for an Industrial Facilities Exemption Certificate to remain in effect for more than 12 years?

Yes. The local unit determines the number of years granted for an exemption request. The number of years can be anywhere from 1 to 12 years with the exception discussed below for the period of construction. If the local unit decides to grant exactly 12 years, it should state this in the resolution, as discussed below in Example #1. If the local unit chooses to grant the application for a period of time greater than 12 years, (*i.e.*, 1-2 years as partially complete and 12 years as fully completed), the local unit should use the language discussed in Example #2 below to accomplish this.

Example #1: If the resolution states “12 years,” the ending date of the certificate will be 12 years added to the tax day on which the exemption becomes effective.

Example #2: If the resolution states “12 years after completion,” the ending date of the certificate will be 12 years added to up to 2 years of construction time. This would allow up to a 14-year exemption period. This could be further extended if an extension of time is granted as provided by STC Rule No. 53.

11. What determines the starting date of an Industrial Facilities Exemption Certificate (IFEC)?

The starting date of the term of an IFEC is December 31st of the year the certificate is issued by the State Tax Commission (STC). [Example: a certificate issued on November 12, 2008 would have a start date of December 31, 2008.]

12. Why is a certificate sometimes issued by the State Tax Commission (STC) for a longer period of time than what was approved by the local unit?

There may be a variance due to the local unit’s resolution stating the number of years as “after completion.” The resolution may be corrected any time prior to being submitted to the STC for issuance of the certificate. After issuance, no corrections are allowed except in the case of an extension of time to complete, as provided by STC Rule No. 53.

13. Can the ending date of an Industrial Facilities Exemption Certificate be changed after it is issued by the State Tax Commission (STC)?

Yes. The statute calls for the certificate to be issued by the local unit for the number of years it designates. The ending date is determined by the language in the resolution.

Frequently Asked Questions (FAQ)
Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption)
(PA 198 of 1974, as amended)

located, plus $\frac{1}{2}$ of the sum of LSD Operating mills minus 12 mills, plus $\frac{1}{2}$ of the Hold-Harmless mills.

Personal Property Sited on Real Property Not Classified as Industrial or Commercial Real Property

The Act states that the tax computation for new facility personal property sited on real property not classified as industrial or commercial real property is determined by multiplying the TV of the facility by $\frac{1}{2}$ of the total mills other than the SET mills levied as ad valorem tax for that year by all of the taxing units where the property is located plus the total SET mills unless receiving a 100% or 50% abatement from the State Treasurer under MCL 207.564a.

A parcel of property holding a new Industrial Facilities Exemption Certificate (IFEC) will have two assessments: the land will be addressed on the regular (ad valorem) assessment roll that the assessor has turned over to the March Board of Review and the building, land improvements and personal property (pertaining to the same certificate) will have an assessment on the Industrial Facility Tax tax roll.

PA 1 of 1996 requires the assessor to calculate a Capped Value and a Taxable Value for the building and land improvements of a parcel of real property holding a new IFEC.

Taxes on a property holding a new certificate shall be levied against the TV of the property, not the SEV. The TV of real property which has a new certificate is calculated the same way that TV is calculated for the non-IFT, ad valorem assessment roll.

The property's land assessment on the ad valorem roll may be adjusted by the March Board of Review. The IFT tax roll assessment of a new IFEC may also be adjusted by the March Board of Review.

16. How is the tax computed for a "replacement facility"?

The Act states that the tax computation for a replacement facility is determined by multiplying the total mills levied as ad valorem taxes by the Taxable Value (TV) of the real and/or personal component of the obsolete industrial property for the tax year immediately preceding the effective date of the certificate.

A parcel of property holding a "rehabilitation" Industrial Facilities Exemption Certificate will have two assessments. The land will be assessed on the regular (ad valorem) assessment roll that the assessor has turned over to the March Board of Review. The building, land improvements and personal property (pertaining to the same certificate) will have an assessment on the Industrial Facility Tax (IFT) tax roll. The taxes on properties holding a "rehabilitation" or "replacement" certificate shall be levied against TV.

Frequently Asked Questions (FAQ)
Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption)
(PA 198 of 1974, as amended)

The applicant will be contacted to submit the required items. If the required items are not submitted within 30 days, the application may be dismissed as inactive.

20. What types of equipment qualify as new industrial property as defined in MCL 207.552(4)?

The State Tax Commission (STC) has interpreted the term “new industrial property” to mean new to the tax base in Michigan. Following this interpretation, the following would be considered new industrial property:

- a. New equipment purchased from an equipment manufacturer.
- b. Used equipment never before located in Michigan.
- c. Used equipment purchased from a broker of used equipment with the rationale that because the prior owner is a broker, the equipment has lost its status as existing equipment in Michigan as it has become inventory.

The following would not qualify as new industrial property:

- a. Existing equipment already in the possession of the applicant.
- b. Existing equipment in the possession of another Michigan company.

21. Can an application for an Industrial Facilities Exemption Certificate (IFEC) include equipment/devices which are also going to be submitted for an Air or Water Pollution Control Exemption?

Yes. It is recommended that all new equipment and machinery be included in the IFEC application so that the equipment and machinery meet the timeline requirements of PA 198 of 1974, as amended. The same equipment can then also be submitted for an Air or Water Pollution Control Exemption. If all of the property does not qualify as exempt Air or Water Pollution Control equipment, the remainder may then qualify for the IFEC exemption. Refer to the Air or Water Pollution Control Exemption FAQs for more information.

22. Can a real property replacement facility include more floor space than the original obsolete facility?

Yes. MCL 207.552(3) states that a replacement facility can consist of either replacement or restoration. MCL 207.553(5) defines “replacement” as:

“...the complete or partial demolition of obsolete industrial property and the complete or partial reconstruction or installation of new property of similar utility.”

Frequently Asked Questions (FAQ)
Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption)
(PA 198 of 1974, as amended)

2. The lessee must have the tax liability for the length of the certificate to be granted. (Any indication that the taxes are being paid “as additional rent” is not acceptable.)

25. Can an Industrial Facilities Exemption Certificate (IFEC) be transferred to a new owner?

Yes. MCL 207.571 states as follows:

“An industrial facilities exemption certificate may be transferred and assigned by the holder of the industrial facilities exemption certificate to a new owner or lessee of the facility but only with the approval of the local governmental unit and the commission after application by the new owner or lessee, and notice and hearing in the same manner as provided under section 5 for the application for a certificate.”

Once the application for transfer has been presented to the local unit, they must review the application and issue a decision after a review of the prerequisites and qualifications contained in MCL 207.559. If the local unit denies the application, the applicant may appeal to the State Tax Commission (STC), pursuant to MCL 207.556. If the local unit approves the application, the STC must make a decision pursuant to MCL 207.557. If the local unit disapproves the application and the taxpayer files an appeal with the STC within 10 days, the STC shall review the facility to determine if it meets the qualifications in MCL 207.559. If the STC denies the approval, the applicant may appeal pursuant to the Administrative Procedures Act (APA).

The STC has allowed a shortened procedure for transfers when they involve a name change only. This is the case when the ownership remains exactly the same and the activity at the facility remains the same. The only change is in the name of the owner. Certain mergers and restructuring may also qualify for this shortened procedure. Please contact the Tax Exemption Section at (517) 373-2408 with questions regarding transfers involving a name change, mergers, and restructurings.

26. Company “A” has an Industrial Facilities Exemption Certificate that was issued a year ago. They have purchased new equipment that qualified for exemption. Is it more advantageous to add this new equipment to the existing Exemption Certificate or apply for a new exemption certificate for this equipment?

As long as the new equipment is purchased within the two-year post construction period from the effective date of the original issuance of the certificate, the equipment may be added by amending the existing certificate. If the new equipment purchase is closer to the end of the two-year post construction period from the effective date of the original issuance of the certificate, it may be more advantageous to apply for a new certificate for this equipment thereby attaining a greater number of years of exemption than could be gained by an amendment.

Frequently Asked Questions (FAQ)
Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption)
(PA 198 of 1974, as amended)

Yes. MCL 207.565 provides for the revocation of an IFEC. MCL 207.565(1) addresses requests for revocations initiated by the holder of the certificate. MCL 207.565(2) addresses requests for revocation initiated by the local governmental unit and includes specific reasons why a certificate may be revoked. In either case, only the State Tax Commission (STC) has the authority to revoke a certificate.

A party aggrieved by a revocation by the STC may appeal the revocation under the provisions of the Administrative Procedures Act (APA). The APA provides that a request for a rehearing of an STC decision should be filed, in writing, within 60 days from the date the STC mailed the notice of revocation.

In a related matter, MCL 207.563(2) provides for automatic termination of an IFEC when the Industrial Facility Tax on real property has not been paid. Please see MCL 207.563 for the procedure to be followed.

30. When does the revocation of an Industrial Facilities Exemption Certificate (IFEC) take effect?

The revocation of an IFEC is effective the December 31st of the year in which the State Tax Commission (STC) revoked the certificate.

31. If a company announces that it will cease operations in the coming year, will the State Tax Commission (STC) approve the revocation of that company's Industrial Facilities Exemption Certificate (IFEC) for the tax day prior to the actual cessation of operations?

No. In a recent case matching these circumstances, the STC ruled that an IFEC could not be revoked as of December 31, 1997 even though it was announced during 1997 that operations would cease as of February, 1998.

32. Is there a limit to the application fee that may be charged by a local unit of government for the cost of processing the application for an Industrial Facilities Exemption Certificate (IFEC)?

Yes. MCL 207.555(3) specifically limits the amount of an exemption certificate application fee that may be charged by a unit of local government to the lesser of the actual cost of processing the application or 2% of total property taxes abated during the term that the exemption certificate is in effect and specifically prohibits local units of government from charging applicants any other fee.

Local units may not require, as a condition precedent to approving an IFEC application, that applicants make or promise to make payments to the local unit. Whether referred to as fees, payments in lieu of taxes, donations, or another name, such payments are

Frequently Asked Questions (FAQ)
Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption)
(PA 198 of 1974, as amended)

research and development, warehousing, or parts distribution facilities;

- n. research and development laboratories of companies other than those companies that manufacture the products developed from their research activities;
- o. research development laboratories of a manufacturing company that are related to the products of the company;
- p. an electric generating plant that is not owned by a local unit of government, including, but not limited to, an electric generating plant fueled by biomass, if the application is approved by the legislative body of a local governmental unit between June 30, 1999 and December 31, 2007;
- q. convention and trade centers in which construction begins not later than December 31, 2010 and is over 250,000 square feet in size or, if located in a county with a population of more than 750,000 and less than 1,100,000 is over 100,000 square feet in size or, if located in a county with a population of more than 26,000 and less than 28,000, is over 30,000 square feet in size;
- r. a federal reserve bank operating under 12 USC 341, located in a city with a population of 750,000 or more.

Note: Industrial property may be owned or leased. However, in the case of leased property, the lessee must be liable for payment of ad valorem property taxes and shall furnish proof of the liability.

Industrial property does not include any of the following:

- a. land;
- b. property of a public utility other than an electric generating plant that is not owned by a local unit of government for which an application was approved by the legislative body of a local governmental unit between June 30, 1999 and December 31, 2007;
or
- c. inventory.

Frequently Asked Questions (FAQ)
Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption)
(PA 198 of 1974, as amended)

the construction of electric vehicles, hybrid vehicles, or alternative fuel vehicles. For purposes of this act:

1. "Electric vehicle" means a road vehicle that draws propulsion energy only from an on-board source of electrical energy.
2. "Hybrid vehicle" means a road vehicle that can draw propulsion energy from both a consumable fuel and a rechargeable energy storage system.

35. What is the definition of “obsolescence”?

The assessor must make a recommendation to the local governing unit that 50% or more of the property to be contained in a Plant Rehabilitation District (PRD) is obsolete. “Obsolete industrial property” is defined in MCL 207.552(7) as:

“... industrial property the condition of which is substantially less than an economically efficient functional condition.”

“Economically efficient functional condition” is further defined in MCL 207.552(8) as:

“... a state or condition of property the desirability and usefulness of which is not impaired due to changes in design, construction, technology, or improved production processes, or from external influencing factors which make the property less desirable and valuable for continued use.”

The following are examples of the restoration of obsolete industrial property from MCL 207.553(6):

Restoration includes major renovation including but not necessarily limited to the improvement of floor loads, correction of deficient or excessive height, new or improved building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, improvements or modifications of machinery and equipment to improve efficiency, decrease operating costs, or to increase productive capacity, and other physical changes as may be required to restore the industrial property to an economically efficient functional condition, and shall include land and building improvements and other tangible personal property incident to the improvements.

When the planned improvements are less than 10% of the true cash value of the industrial property, the improvements are considered delayed maintenance and not considered restoration. (MCL 207.553(6).)


Frequently Asked Questions (FAQ)
Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption)
(PA 198 of 1974, as amended)

38. Where can I obtain copies of previously issued Industrial Facilities Exemption Certificates?

Copies of certificates acted upon by the State Tax Commission after January 1, 2013, are available on the Department of Treasury website at: www.michigan.gov/propertytaxexemptions . Choose the exemption program under which the certificate was issued. Within the "Certificate Activity" link, the certificates are listed according to the date they were acted upon.

39. Where can I check on the status of an Industrial Facilities Exemption application?

The status of an application is available through a query tool on the Department of Treasury website at: www.michigan.gov/propertytaxexemptions . Choose the Industrial Facilities Exemption (IFE) program. Then select the Industrial Facilities Application/Certificate Search link.

		Charter Township of Garfield	
		Planning Department Report No. 2018-13	
Prepared:	January 18, 2018	Pages:	Page 1 of 1
Meeting:	January 23, 2018-Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	U of M - eCities Recognition		

BACKGROUND

Each year, the University of Michigan-Dearborn completes a survey of local governmental units across the State of Michigan. The purpose of the survey is to track economic development efforts and allow municipal governments to evaluate their performance relative to other communities. Communities that achieve high overall rankings, comprising the top 10% of Michigan communities for business, are awarded status as a Star Community.

COMMENTS

Garfield Township has been participating in the eCities survey and program continuously since 2012.

As indicated in the attached letter the Township was once again recognized as a 4-Star Community. A Performance Report, evaluating our communities past five years of data has been provided and best describes the evaluation as follows:

"eCities examines publically available data relating to community growth and investment metrics that impact the business community. Using the past five years' data (2012-2016), this document reports your community's percentage change on eleven data points and compares the first seven points to State of Michigan values and the last four points to the 277 eCities 2017 participating communities. The first seven data points are property values within the community as reported by the Michigan Department of Treasury."

It should be noted that many of the factors evaluated for business attraction and retention are policy driven decisions of the Township. Such factors should continue to be at the forefront of our thoughts as we move forward with overall Township policy decisions, including zoning ordinance standards and regulations. The decisions we make as a Township, including the impacts those decisions have on our business community, will serve us well both now and into the future as economic conditions in this area and the State continue to evolve.

RECOMMENDATION:

THAT the 2017 eCities Star Report, as attached to PD Report No. 2018-13, BE RECEIVED.



TIMOTHY DAVIS
Director of iLabs

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Dear Community Leader,

Thank you for your participation in UM-Dearborn's 2017 eCities program, as we mark a decade of celebrating local governments and their commitment to supporting their business community. Similar to years past, the eCities project collects and analyzes data across Michigan communities as it relates to entrepreneurship, economic development, and job growth. In our 10th year, however, we broadened participation by reducing each local government's need to enter data into the web interface. Not only were we able to streamline the data collection process, but we were able to evaluate community success by region and population, as well as illustrate percentage changes in the data. This information is available on the performance report and showcases your community's progress on a number of key values. Moreover, the data points are benchmarked against the State of Michigan, as well as the other 276 participating communities, allowing you to easily interpret your results.

In addition, we invited each community to answer four best practice questions regarding business development, accomplishments, and foreseeable challenges. These responses enabled us to highlight success stories throughout Michigan. Communities who participated in this portion of the project will receive a report card containing reviewer feedback about your entries. We will be putting up summary details and a short video on the eCities website very soon. That website address is umdilabs.com/ecities

We sincerely appreciate your contribution to the 2017 eCities project. We will send you an email in the summer as the 2018 project commences. We hope that you will join us next year in sharing your local successes and strategies so we can support development across Michigan. If you have any questions before then, feel free to send me an email. Thank you for your involvement in this project.

Timothy Davis
Director of iLabs
University of Michigan-Dearborn

eCities 2017

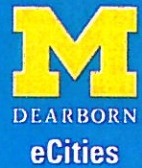
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HONORED COMMUNITY



CHARTER TOWNSHIP OF GARFIELD

Charter Township of Garfield

2017
PARTICIPATING
COMMUNITY



PERFORMANCE REPORT

	DATA POINT	FIVE-YEAR COMMUNITY TREND	FIVE-YEAR COMPARISON TREND
A1	Real Commercial Property	1.54	0.84%
A2	Real Industrial Property	-0.53	0.07%
A3	Total Real Property	3.03	3.59%
A4	Personal Commercial Property	-2.25	-1.47%
A5	Personal Industrial Property	-6.33	-8.77%
A6	Total Personal Property	-2.34	-1.02%
A7	Total Overall Property	2.53	3.23%
B1	Non-Depreciated Governmental Assets	1.29	-0.74%
B2	Depreciated Governmental Assets	4.10	2.33%
B3	Total Governmental Assets	2.90	2.01%
C1	Non-Homestead Tax Rate	0.16	1.02%

eCities examines publicly available data relating to community growth and investment metrics that impact the business community. Using the past five years' data (2012-2016), this document reports your community's percentage change on eleven data points and compares the first seven points to State of Michigan values and the last four points to the 277 eCities 2017 participating communities.

The first seven data points (A1-A7) are property values within the community as reported by the Michigan Department of Treasury.

Charter Township of Garfield**Construction Update****January 17, 2018****I. Water Projects****Northwest Service District – Water System Improvements**

Status below:

Division I: DN Tanks has completed the construction of the tank and currently in the process of winterizing and completing site restoration. They will be back in the spring to finish the exterior coat and pilasters and to conduct leak and disinfection testing of the tank. Pay Application #3 is in board packet and requires Board approval

Division II: Watermain route has been finalized and plans submitted to DEQ for permitting. SAD road improvement project within Heritage Estates has gone through public hearing and is currently in design phase. Watermain and Road SAD project are to be finalized, permits currently being solicited and anticipated to be put out for bids end of this month. Included in board packet is request for additional engineering services for SAD project. Project to start in Spring with late summer completion.

Division III: Booster Station / Mechanical Upgrade design is being finalized with permits to be solicited this winter and late 2018 Spring construction

II. Sewer Projects**SAW Grant – US 31 Siphon Flow Monitoring**

Township board approved recommendations in report at September 26th meeting. GFA coordinating work with DPW and submitted request to MDEQ for SAW Grant Reimbursement

III. General Utilities**Sewer / Water City Contracts**

GFA continues to assist the Township and DPW on negotiations with the City of Traverse City on the Bulk Water and Sewer Agreements. There has been progress with the recognition of that dual meters exist within Township (flow both ways) and a 15% credit will be provided to the Township to reconcile which will go back 5 years per Statute of Limitations.

GFA continues to assist the Township on the proposed Lafranier Water Tank Rehabilitation Project that the City is conducting. Project is currently being reviewed for storm water and utility compliance with Township Ordinances.

GIS Mapping

GFA has been working with the DPW to create an asset management program for the Township with respect to the Water and sewer Infrastructure. The 1st step of this process which includes creation of a GIS map that includes all record drawing information has been completed. GFA / DPW are now pursuing forward to inventory and GPS the locations of each. A current copy of the infrastructure has been provided to Erik to update the Township maps.

Drainage District Improvements / Cass Road 20" Watermain (exposed)

GFA continues to assist the Drain Commission and Township. Final Design plans were reviewed back in November (2016) as completed by Spicer Group. Another status update meeting is scheduled for January. It is anticipated permits to be submitted soon and bidding is slated for February 2018 for a spring construction following.

Boardman Valley Nature Preserve Site Improvements

GFA contract was approved to provide testing, survey and closeout services at the July meeting. It is our understanding recent bids read high and project was rebid and award made at October Township meeting. GFA will await notice from Township but anticipates will begin work in Spring 2018

IV. Utility Plan Reviews

Hammond / Commerce Lot 24 & Commons

Utility installation completed and awaiting on final walkthrough, closeout documents from contractor.

Traditions

DEQ permits have been received and will coordinate with developer on construction schedule. GFA is representing the Township in construction oversight / closeout.

Ridges at 45- Phase 3

Plan review has been initiated to review for sewer and water extension to service this next phase. Just received drawings earlier in the week to facilitate review. Anticipated spring construction. GFA is representing the Township in construction oversight / closeout.

Contractors Drive (Cass Road)

Preliminary Plan review has been submitted and awaiting final revisions / permit packet for submission. Anticipated spring construction

Windy Hills (60 Acre Herkner Parcel)

Preliminary Plans have been reviewed by GFA. Been having discussions regarding utility ownership / fees. Awaiting final submittal set for review / DEQ permit processing by applicant.

Ashland Park - Phase 2 & 3

Plan review has been completed by GFA and currently awaiting resubmission with revisions and then will submit for DEQ Permits. Anticipated spring construction

Chelsea Park – Final Phase

Utility installation completed and awaiting on final walkthrough, closeout documents from contractor.

V. Stormwater Plan Reviews

PROJECT NAME	STATUS
Silver Lake Elementary	approved
Pets Naturally	approved
Opperman Properties Unit #13	approved
Villa at Traverse Point	approved
City Church	approved
Belle Tire Building Addition	approved
Image 360 Building Addition	approved
AutoZone	approved
Ridges at 45 - 2nd Phase	approved
Life Story Funeral Home	approved
Beers Family Dentistry	Final Review letter sent out to engineer on 8/16
Traverse Self Storage/Cockfield	Approved
Stone Ridge/MMC Parking Lot	approved
Hammond Industrial D (1414 Trade Center)	approved
Soils and Structures (1428 Trade Center)	approved
Driveway Permit -4822 Cedar Run Road	Review letter sent out to engineer on 8/23
Stormwater -4822 Cedar Run Road	Review letter sent out to engineer on 9/11
Driveway Permit - 2900 & 2914 Cass Road	Review letter sent out to engineer on 8/24
Serra Auto - Toyota (Garfield Road)	approved
2664 North US 31 (Alpha 31)	approved
UPS Customer Service Building	approved
Action Water Sports	approved
Pace Clinic	approved
Fergusons Lawn Equipment - cold storage	approved
City of Traverse City - Lafranier Tank	Pending comments from Prein / City (12/27/2017)
3643 West Front (Cosmetic Skin and Laser Center)	approved
3644 West Front (Cosmetic Skin and Laser Center)	approved
5217 Royal Drive - Dentist Addition	Pending comments from Architect (1/10/2018)
Ashland Park Phase 2&3	Pending Escrow

MEMO

To: Garfield Township Board of Trustees

Re: Heritage Estates (Entrance)
Reconstruction SAD- Additional Services
GFA JOB # 16037

From: Jennifer Hodges, GFA

Date: January 17, 2018

Garfield Township and the Grand Traverse Road Commission have been working together to establish and approve an SAD to provide improvements to the existing Heritage Estates Entrance off Zimmerman Road. During the process, the Township and Road Commission recognized that it would be most opportune to collaborate the water main project with the road project and design / bid / construct both projects at the same time. The water main extension will be the last of four (4) segments that have been done over the past four (4) years in conjunction with other Road Commission projects to provide water to service the new tank off of Cedar Run.

The following is noted to reiterate the savings to both the Township and residence whom would benefit from this collaboration:

1. Topographic survey was already completed by GFA for the water main and applicable for the road construction.
2. Project would be bid out as one comprehensive utilizing one (1) contractor to complete the work saving time and money related to construction administration and minimizing service disruption to residents
3. This would provide cost reductions with engineering and inspection services by consolidating services
4. Any Asphalt replacement, associated with the utility installations would not be applicable to this project as the SAD project addresses.
5. Scope of work associated with water project and road project will be broken from each other to ensure appropriate cost allocation. All work to be coordinated with Road Commission and compliant with their standards.

GFA has been under contract to complete the NW water project so the following additional costs incurred to provide engineering services to complete the road would be included with the final construction costs and part of the SAD / contract with the Road Commission.

Cost estimates were originally prepared by GFA and Road Commission and approved by the Township which included additional engineering fees equivalent to \$8,000.00. (See attached). It is requested the Township Board approve this amount to allow GFA to facilitate this portion of the project.

I have provided a **brief** summary of the services to be performed and estimated hourly fees to be incurred with each respective item. GFA looks forward to working with the Township and appreciates the opportunity to continue to provide our services. To date, plans have been finalized, permits are in process of being submitted and to be bid end of January with Spring construction anticipated.

Engineering Services

1. Coordinate with Road Commission and prepare road construction final plans, details and specs to be incorporated with water project.
2. Perform investigation Test Holes to verify road subbase condition
3. Preparation and submission of MDEQ, road commission and soil erosion permits
4. Meetings with regulatory agencies, residents, Township as needed to discuss project. Finalize drawings as necessary
5. Bid Project as coordinated with Road Commission
6. Construction administration including solicitation of contracts, shop drawing review, construction meeting, Township board meetings, onsite construction meetings, pay applications / change orders, public coordination / resident updates as coordinated with Road Commission
7. Project Closeout compliant with specifications and Road Commission Approval

Construction Services

1. Fulltime construction inspection for the construction of the road including sand subbase, gravel, and asphalt and respective density testing. Inspection reports, field measurements, record drawings in Field Manager and as coordinated with Road Commission.
2. Construction Survey staking for road limits, slopes, curb and gutter.

Estimated Fees

Design Services

Preliminary Design	\$ 500
Final Design	500
<u>Bidding</u>	<u>250</u>
Sub-Total:	\$1,250

Construction Services

Construction Observation	3,700
Construction Staking	1,800
Construction Administration	750
<u>Closeout Services</u>	<u>500</u>
Sub-Total:	\$6,750

TOTAL	\$8,000.00
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*"Our mission is to upgrade and maintain
a safe and efficient road system"*

DATE: September 5, 2017

TO: Chuck Korn
Township Supervisor
3848 Veterans Drive
Traverse City, MI. 49684

RE: Heritage Way Crushing and Shaping from Zimmerman Road to E Colonial Drive.
Garfield Township
Opinion of Probable Construction Cost

Dear Mr. Korn:

Per your request, please find attached a cost estimate, for Crushing and Shaping of Heritage Way from Zimmerman Road to E Colonial Drive (including the intersection of E Colonial Drive). The existing roadway surface is approximately 22 to 23 feet wide with the approach to Zimmerman Road being approximately 36 feet. It is proposed that the new roadway will be 24 feet wide of HMA (Hot Mixed Asphalt) with a 1 foot gravel shoulder. It is proposed that the entrance width would be evaluated for a left turn lane but based on existing geometrics will most likely remain at its current width. It is understood that the Township will be performing a watermain project at the same time of the roadway reconstruction were cost for the driveways, possible concrete curbing and restoration on the North side of the roadway will be included within the watermain project.

As for any project, please understand cost variation can occur based on existing site conditions. The Opinion of Probable Construction costs was developed based on the following criteria.

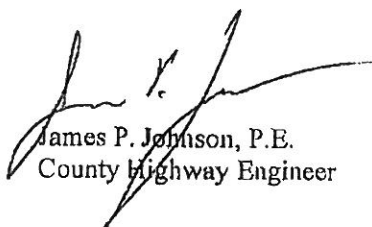
- Proposed 24' wide paved surface other than at approach to Zimmerman Road.
- No embankment required.
- No tree removals required.
- Striping not required.
- Existing manholes to be adjusted to match new roadway elevation.
- Removal of the high ridge of sod to create adequate drainage to ditches.
- Gravel shoulders to be placed to stabilize the edge of roadway. (1 foot each side)
- Resident driveways will need reconstruction to the ROW line.
- Resident driveway culverts to remain.
- Existing intersection geometrics to remain.
- No undercutting required.
- Adequate gravel based exist to meet design criteria.
- Cost for driveways, curbing, and restoration on north side of Heritage Way is assumed to be included in watermain project.

The attached estimates were created using the MERL (Michigan Engineers' Resource Library) estimating system. A 10% cost of construction was used for a contingency. A 10% cost of construction was used as a preliminary number for design and construction engineering. Please note the attached Opinion of Probable Cost is subject to the following conditions:

- The attached costs are based on preliminary information. The actual site conditions may result in variation of the unit prices or items.
- Actual construction bids may vary significantly from the attached Opinion of Probable Construction Cost due to timing of construction, changed conditions, labor rate changes, or other factors beyond the control of the Grand Traverse County Road Commission.

We appreciate the continued communication with the Township and look forward to working with you in the future. If you have any questions or concerns please contact me anytime.

Sincerely,



James P. Johnson, P.E.
County Highway Engineer

Engineer's Opinion of Costs

Project Number: Heritage Esta
Estimate Number: 1
Project Type: Miscellaneous
Location: Heritage Esta
Description:

Project Engineer: James P Johnson
Date Created: 09/05/2017
Date Edited: 09/05/2017
Fed/State #:
Fed Item:
Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1500001	Mobilization, Max	1.000	LSUM	\$7,000.00	\$7,000.00
0002	2040020	Curb and Gutter, Rem	60.000	Ft	\$10.00	\$600.00
0003	2080005	Ditch, Intercepting	1.000	Sta	\$800.00	\$800.00
0004	3020008	Aggregate Base, 3 Inch	1,700.000	Syd	\$6.00	\$10,200.00
0005	3050002	HMA Base Crushing and Shaping	1,700.000	Syd	\$4.50	\$7,650.00
0006	3070121	Shoulder, CI II	25.000	Ton	\$40.00	\$1,000.00
0007	4030005	Dr Structure Cover, Adj, Case 1	4.000	Ea	\$500.00	\$2,000.00
	5010061	HMA Approach	25.000	Ton	\$100.00	\$2,500.00
0009	5010703	HMA, LVSP	325.000	Ton	\$80.00	\$26,000.00
0010	8007051	_ 10% Contingency	1.000	LSUM	\$8,000.00	\$8,000.00
0011	8007051	_ 10% Engineering/Construction Admin	1.000	LSUM	\$8,000.00	\$8,000.00
0012	8020016	Curb and Gutter, Conc, Det B2	60.000	Ft	\$30.00	\$1,800.00
0013	8120170	Minor Traf Devices	1.000	LSUM	\$3,000.00	\$3,000.00
0014	8120370	Traf Regulator Control	1.000	LSUM	\$6,000.00	\$6,000.00
0015	8160100	Slope Restoration, Type A	360.000	Syd	\$5.00	\$1,800.00

Estimate Total: \$86,350.00

GTMESSA 2018
January Report

Dec 16 – Furnace fire, Sparrow Dr, East Bay – An alert neighbor noticed heavy smoke coming from the neighbor’s chimney and called 911. Upon crew’s entry with full turnout and SCBA the furnace room was found with fuel oil on the floor and the furnace running uncontrolled. The fuel was shutoff and no serious damage to the structure occurred.

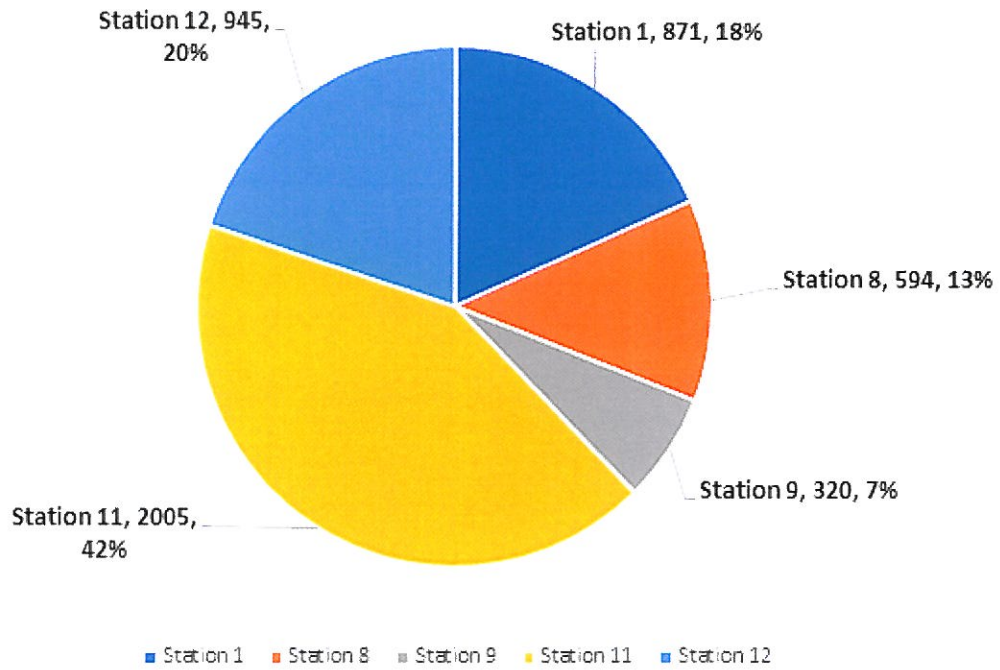
Dec 20 – Semi Crash on 3 Mile, East Bay – A driver of a van crossed the center line of 3 Mile hitting the drive wheels of a loaded semi-truck traveling southbound. The semi jack knifed and landed in the ditch on the east side of the road and the driver was pinned in the cab. With assistance from firefighters he was able to crawl out of a window. Wreckers took some time to remove the truck, but it was done without any loss of oil or fuel. Injuries were minor, and no other cars were involved.

Dec 20 – Water rescue response, Silver Lake, Garfield – Just after 1030pm a resident on Lake Drive heard a cry for help from an unknown location. Units from Station 11 and 12 responded with Marine 12 and the sheriff’s department. No other reports were received or cries for help heard. After a search from shore, the USCG flew over and found no signs of open water on the ice or signs of distress.

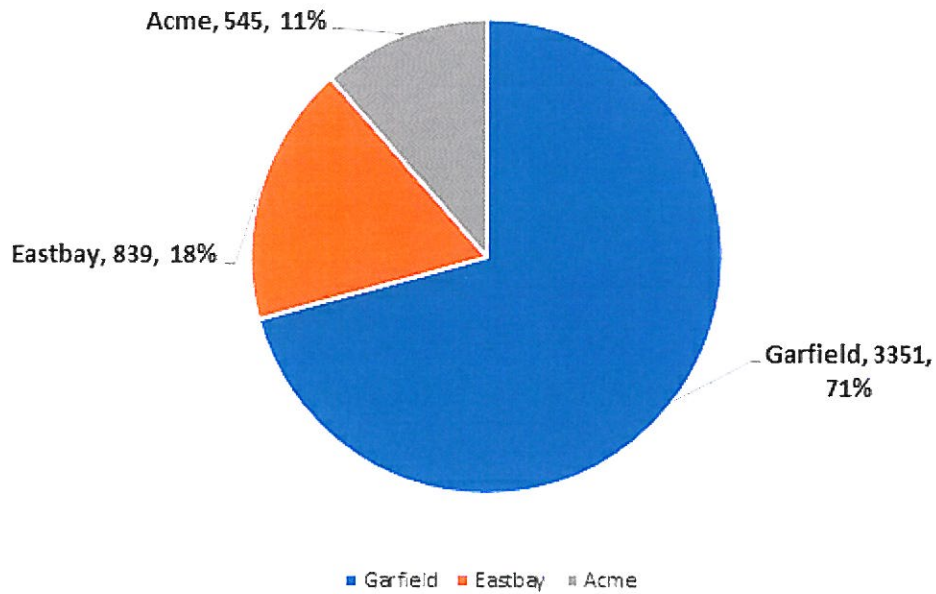
Jan 3 – Car vs Bus crash, NE Silver Lake Rd, Garfield – A vehicle rear ended a bus carrying special needs children. The driver of the car was found unresponsive and needed to be extricated. Turns out the driver may have suffered a seizure. No children required transport. This is the second crash involving a bus carrying special needs children as another occurred on Birmley Rd in late November.

Jan 9 – Numerous vehicle crashes – Roads had iced over after warmer temps the previous day. Metro responded to numerous vehicle crashes across the district. The most serious occurred in East Bay on US31 N near Pirates Cove. Four people were transported, two were critical condition. One person was ejected from a vehicle

GTMESA - 2017 incidents by Station
4735 total incidents



GTMESA - 2017 incidents
4735 total



GTMESSA - 2017 EMS Incidents Garfield Township 1/10/2017

Incident Type	Priority 1	Priority 2	Priority 3	Total	% Total
Fall	64	143	187	394	13.67%
General Weakness	129	51	156	336	11.66%
Difficulty Breathing / SOB	261	24	18	303	10.51%
Chest Pain (Non-Traumatic)	237	6	7	250	8.67%
Vehicle Accident	81	67	28	176	6.11%
Altered LOC	134	18	17	169	5.86%
Invalid Assist/Lift Assist	6	18	128	152	5.27%
Seizure	93	8	7	108	3.75%
Medical Alarm	4	59	27	90	3.12%
Traumatic Injury	29	19	42	90	3.12%
Abdominal Pain	41	11	35	87	3.02%
Syncope/near-fainting	49	16	12	77	2.67%
Unresponsive	67	8	2	77	2.67%
Psychiatric Problem/Suicide Attempt	32	13	30	75	2.60%
Diabetic Emergency	35	11	10	56	1.94%
Stroke/CVA	51	5		56	1.94%
Alcohol intoxication	21	15	19	55	1.91%
Back Pain (Non-Traumatic)	11	2	30	43	1.49%
Hemorrhage/Laceration	20	14	5	39	1.35%
Patient Assist Only	2	5	24	31	1.08%
Hypotension / hypertension	19	3	8	30	1.04%
Nausea/Vomiting	13	1	15	29	1.01%
Assault	1	12	13	26	0.90%
Allergic Reaction / Stings	16	1	5	22	0.76%
Death - Priority 5	7		15	22	0.76%
CPR	18		2	20	0.69%
Overdose - Unintentional	12	1	1	14	0.49%
Choking	7	2	1	10	0.35%
Epistaxis (Nosebleed)	2	3	3	8	0.28%
Headache	5	1	2	8	0.28%

Fever	3		3	6	0.21%
Stab/Gunshot Wound/Penetrating Trauma	1		5	6	0.21%
Airway Obstruction	3		1	4	0.14%
Burns/Explosion			3	3	0.10%
Heat/Cold Exposure		3		3	0.10%
Animal Bite		2		2	0.07%
Driver Request	1		1	2	0.07%
Eye Problem/Injury		1	1	2	0.07%
Pregnancy/Childbirth/Miscarriage	1			1	0.03%
Grand Total	1,476	543	863	<u>2,882</u>	

GTMESSA - 2017 EMS Incidents

All townships

1/10/2017

Incident Type	Priority 1	Priority 2	Priority 3	Total	% Total
Fall	96	184	253	533	13.46%
General Weakness	167	63	196	426	10.75%
Difficulty Breathing / SOB	343	31	26	400	10.10%
Chest Pain (Non-Traumatic)	314	9	8	331	8.36%
Vehicle Accident	139	90	38	267	6.74%
Altered LOC	191	22	29	242	6.11%
Invalid Assist/Lift Assist	10	25	176	211	5.33%
Traumatic Injury	49	43	55	147	3.71%
Seizure	120	14	8	142	3.58%
Abdominal Pain	59	14	57	130	3.28%
Psychiatric Problem/Suicide Attempt	49	22	41	112	2.83%
Medical Alarm	4	73	32	109	2.75%
Syncope/near-fainting	73	20	13	106	2.68%
Unresponsive	92	10	4	106	2.68%
Stroke/CVA	74	5		79	1.99%
Diabetic Emergency	53	14	11	78	1.97%
Alcohol intoxication	30	16	26	72	1.82%
Back Pain (Non-Traumatic)	16	5	35	56	1.41%
Hemorrhage/Laceration	25	21	5	51	1.29%
Nausea/Vomiting	22	4	25	51	1.29%
Hypotension / hypertension	26	4	12	42	1.06%
Patient Assist Only	3	6	31	40	1.01%
Allergic Reaction / Stings	24	1	8	33	0.83%
Assault	2	12	17	31	0.78%
CPR	27		2	29	0.73%
Death - Priority 5	9	2	17	28	0.71%
Overdose - Unintentional	22	1	3	26	0.66%
Choking	10	2	1	13	0.33%
Epistaxis (Nosebleed)	3	5	4	12	0.30%
Headache	6	1	2	9	0.23%

Heat/Cold Exposure	1	4	3	8	0.20%
Stab/Gunshot Wound/Penetrating Trauma	2		6	8	0.20%
Fever	3		4	7	0.18%
Airway Obstruction	3		1	4	0.10%
Animal Bite		4		4	0.10%
Burns/Explosion	1		3	4	0.10%
Eye Problem/Injury		1	3	4	0.10%
Pregnancy/Childbirth/Miscarriage	3	1		4	0.10%
Driver Request	1		1	2	0.05%
Drowning or near drowning	2			2	0.05%
Carbon Monoxide			1	1	0.03%
No Other Appropriate Choice		1		1	0.03%
Grand Total	2,074	730	1,157	<u>3,961</u>	




**Charter Township Of Garfield
Treasurers Report
Ending December 31st, 2017**

Acct.	Unrestricted Funds	General Fund	09/30/17	12/31/17	Difference	Maturity Date	Rate
7118	General Fund	Checking	1,741,871	1,726,455	(15,416)	N/A	
5605	General Chase High Yield	Savings	168,739	168,815	76	N/A	
4670	General Fund Managed	Invest	2,289,584	2,276,865	(12,719)	N/A	
25	Chemical	CD	191,159	192,311	1,152	6/4/20	1.20%
740	Huntington	CD	82,052	82,052	(0)	10/30/20	0.61%
72	Huntington (First Merit - Citizens)	CD	250,000	252,287	2,287	2/22/19	0.90%
604	Mbank CD -	CD	95,000	95,413	413	9/24/20	1.00%
605	Mbank CD -	CD	95,000	95,413	413	9/24/20	1.00%
606	Mbank CD -	CD	60,000	60,261	261	9/24/20	1.00%
S101	4-Front Credit Union	CD	207,697	208,643	946	7/8/20	0.65%
300	NW Consumers CU	CD	166,917	167,250	333	2/23/20	0.80%
302	NW Consumers CU	CD	59,601	59,720	119	9/28/18	0.60%
662	Traverse City State Bank	CD	266,867	267,464	597	3/12/18	0.89%
55	1st Community Bank	CD	211,580	212,615	1,035	8/2/18	0.75%
15	First National Bank of America	CD	258,820	259,726	906	4/14/18	1.39%
1	Team 1 Credit Union	CD	256,232	259,686	3,454	3/2/18	1.35%
982	Credit Union One	CD	259,873	260,846	973	2/25/18	1.50%
119	Honor Bank (Purchased from General 5/5/15)	CD	252,513	262,807	10,293	11/28/19	2.02%
40	Lake Michigan Credit Union	CD	255,357	255,518	161	8/11/17	1.40%
Total Unrestricted Funds - Available for Spending			7,168,862	7,164,147	(4,715)		
Restricted Funds			Current Month	Current Month	Difference	Date	
7118	Park Fund	Checking	763,305	682,896	(80,409)	N/A	
7118	Roads	Checking	550,902	550,902	-	N/A	
8728	Fire Fund	Checking	166,598	166,614	16	N/A	
4654	Fire Fund Managed	Invest	784,078	780,222	(3,856)	N/A	
7134	Receiving Fund	Checking	4,325,703	4,676,856	351,153	N/A	
6025	Chemical Receiving Fund CD	M/M	1,006,989	1,014,522	7,533	6/22/20	1.30%
4662	Receiving Fund Managed	Invest	7,667,652	7,656,756	(10,896)	N/A	
7940	DPW Fund Managed	Invest	108,983	108,638	(345)	N/A	
7126	Tax Fund	Checking	1,446,294	2,214,681	768,387	N/A	
4750	General Employee Flex	Checking	4,853	55,675	50,822	N/A	
3734	Retirement Rec Fund	Checking	85,615	86,251	636	N/A	
2343	Insurance Funding	Checking	373,962	372,560	(1,402)	N/A	
8681	Trust & Agency	Checking	88,399	97,560	9,161	N/A	
1111	Special Lights	Checking	27,716	29,871	2,155	N/A	
3801	Special Milfoil/Water/Sewer/Roads	Checking	52,357	37,154	(15,203)	N/A	
Total Restricted Funds - Restricted Use			17,453,405	18,531,158	1,077,752	Increase/Decrease	
TOTAL			\$ 24,622,267	\$ 25,695,305	\$ 1,073,037	*	
SUMMARY OF QUARTER							
* Park Fund - Miller Creek Boardwalk and Annual Grand Traverse Conservation Annual Maintenance. * Flex - Annual Distribution to Employees							
* Tax Annual Increase due to Tax Season * Managed Accounts decrease due to Market Adjustments							

Respectfully Submitted:

Jean Blood Law 12/31/17

Jean Blood Law, Treasurer

 Charter Township of Garfield Planning Department Report No. 2018-12			
Prepared:	January 16, 2018	Pages:	Page 1 of 2
Meeting:	January 23, 2018-Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	Resolution for Adoption of 5-Year Parks & Recreation Master Plan		

BACKGROUND:

Early in the update process, Staff administered a parks and recreation survey which was available for two months on the Township’s website and Facebook page. It was also published in a Ticker article regarding the pump track concept. It was identical to the one administered in 2012 so that comparison of results over time was possible. In the end, the survey had 206 individual respondents (there were 80 for the 2012 version). This survey guided the update efforts to ensure that they reflect current needs and wishes of Township residents to the extent possible.

Once Staff got the draft Plan to a point of substantial completeness, it was presented to the PRC at their October 2, 2017, meeting, for review and feedback. A significant volume of feedback was received, although most changes suggested were minor, with the exception of a “pocket parks” inventory, which the PRC decided to remove from the Plan the following meeting.

At the November 6, 2017, PRC meeting, Staff presented the revisions requested by Commissioners. Feedback was also incorporated from Matt Cowall, Executive Director of the joint RA. At the conclusion of the meeting, the PRC requested that Staff make the Plan available for review for 30 days, which Staff did the following morning. No public comment was received during this time. Tom Vitale with the Conservation District offered comments shortly after the 30-day clock ran out, and they have been incorporated into the Plan.

At the December 11, 2017, PRC meeting, the PRC held a public hearing which had no comments and unanimously adopted Resolution # 2017-01-PR recommending that the Board adopt the Plan.

At the January 9, 2018, Township Board meeting, the Board reviewed the draft Plan during a public meeting and suggested a few minor changes to the Plan (the changes are summarized in the next section of this report). Following discussion, the Board passed a motion to direct Staff to make the suggested changes and to draft a resolution for adopting the Plan with those changes incorporated for the January 23, 2018, meeting.

SUMMARY OF CHANGES SINCE JANUARY 9th MEETING:

- On page 40, under the “Goals and Objectives” heading, the third bullet point from the top, which read “[c]onsider increased access to the public beach area on Sliver Lake within Silver Lake Recreation Area, but take care to involve neighborhood stakeholders early and often in the consideration of this objective,” was removed.
- On page 52, under the “Silver Lake Recreation Area” heading, the sentence that read “[t]he Silver Lake Recreation Area Park Development Plan reflects many requested amenities, such as a public beach area on Silver Lake,” was removed.

Resolution for Adoption of 5-Year Parks & Recreation Master Plan-Township Board

- On page 57, under the “16. Natural Beach Area” heading, the following sentences were removed:

Because the beach area is located a significant walking distance from the parking lots, users are anticipated to come primarily from the neighborhoods to the south and/or users who may have completed a run or workout on the park’s trail system and fitness equipment and are looking to cool off. Some families will likely walk from the parking area for picnic and swimming opportunities. Additional signage should be installed here to indentify hours, property boundaries, and potential hazards such as unstable soils and the drop-off into the lake.

- On page 38, fifth bullet point from the top, the following sentence was added: “Continue to let the Silver Lake Recreation Area Development Plan guide improvements to that park and to evaluate the possibility of a seasonal ice rink.”
- On page 21, under the “Historic Barns Park-Large Community Park” heading, the following two sentences were added to the end of the paragraph: “Opportunities for improving the usability of this park might include adding additional parking at the trailhead or relocating it, as the current area is often over capacity. The Township will work with the RA regarding this issue moving forward.”
- Trustee Agostinelli pointed out that it is not clear at this time whether RA property reverts back to the local units should the RA dissolve, and that this issue is being worked on internally at the RA. Therefore, statements about reversion of RA property were removed from the Plan (page 21 in the footnotes and the last sentence of the first paragraph on page 6).

NEXT STEPS:

Once the Resolution is adopted, Staff will forward the plan to MDNR for review and approval. Once the Plan is approved by the MDNR, the Township will be eligible to apply for MDNRTF grant funding for five years.

ACTION REQUESTED:

If the Board is satisfied with the changes made by Staff and is prepared to adopt the Plan, the following motion is suggested:

THAT Resolution # 2018-03-T (attached to this report) adopting the Charter Township of Garfield 2018-2023 Five-Year Parks and Recreation Master Plan BE ADOPTED.

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

RESOLUTION# 2018-03-T

**RESOLUTION ADOPTING A FIVE-YEAR PARKS AND RECREATION
MASTER PLAN**

WHEREAS, the Charter Township of Garfield has undertaken a Five-Year Parks and Recreation Plan which describes the physical features, existing recreational facilities, and the desired actions to be taken to improve and maintain recreation facilities during the period between January 1, 2018 and December 31, 2023; and

WHEREAS, the Charter Township of Garfield has developed the Plan in a manner to qualify for and receive grants rewarded by the State of Michigan to acquire land and develop parks and recreational properties within our community; and

WHEREAS, a public hearing was held at the Charter Township of Garfield Hall on December 11, 2017, at a Special Meeting of the Charter Township of Garfield Parks and Recreation Commission to provide an opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Plan; and

WHEREAS, the Charter Township of Garfield Parks and Recreation Commission has approved Resolution# 2017-01-PR unanimously recommending adoption of the Plan by the Charter Township of Garfield Board of Trustees; and

WHEREAS, the Charter Township of Garfield Board of Trustees moved to adopt the Plan;

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Garfield Board of Trustees hereby adopts the Charter Township of Garfield Five-Year Parks and Recreation Master Plan as a guideline for improving recreation for the residents of the Charter Township of Garfield.

Moved: Supported:

Ayes:

Absent and Excused:

By:

Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield Board of Trustees, do hereby certify that the above is a true and correct copy of Resolution# 2018-03-T which was adopted by the Board of Trustees of the Charter Township of Garfield at a Regular Meeting on the 23rd day of January, 2018.

Lanie McManus, Clerk
Charter Township of Garfield

LEASE AGREEMENT

This Lease Agreement (Lease) is made on ____ day of _____, 2017, by and between THE CHARTER TOWNSHIP OF GARFIELD (a Michigan Charter Township hereinafter referred to as "Garfield") whose address is 3848 Veterans Drive, Traverse City, Michigan 49684, and GRAND TRAVERSE METRO EMERGENCY SERVICES AUTHORITY (an Authority established under and pursuant to the provisions of Act 57, Public Acts of Michigan 1988, as amended, hereinafter referred to as "Metro") whose principal address is 897 Parsons Road, Traverse City, Michigan 49686.

RECITALS

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

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

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

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

1. **Leased Premises.** In consideration of the rents to be paid and the covenants to be performed by Metro under this Lease, Garfield leases to Metro and Metro leases from Garfield the Premises, more particularly described as the fire station located at 3000 Albany, Traverse City, Michigan 49684.

2. **Term.** The term of this Lease shall be one (1) year commencing on the date of the Lease shown above and terminating on the first anniversary of the Commencement Date (the Term) unless otherwise terminated as provided herein. Metro shall have the right to extend the Term for successive one-year periods (the Renewal Terms) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either party notifies the other of its intention not to renew by providing a written notice one hundred twenty (120) days prior to commencement of the succeeding Renewal Term.

3. **Rent.** Metro shall pay to Garfield as rent for the Premises, One and 00/100 Dollar (\$1.00) as full rent for the term of this Lease.

4. **Use.** Metro shall use the Premises for the purpose of operating a fire station to provide fire and emergency services including, but not limited to, fire suppression, prevention of fire spread, hazardous material control, rescue, emergency medical services and other emergency services to the public as necessary and as dispatched.

5. **Utilities.** Metro shall pay for the cost of any utilities which are currently established and under contract (being water, sanitary sewer services, gas, and electric utilities for the Premises). Should Metro require any additional utility services beyond those mentioned, Metro shall pay the cost thereof directly, including any and all connecting fees, and shall directly provide such utility services for operation of the Premises, such to be put into Metro's name, and shall provide the required deposits related to such services. Metro shall be responsible for contracting with, and paying directly, a trash removal service if so required by Metro.

6. **Improvements and Alterations.** If Metro desires to make any structural alterations, improvements, or additions to the Premises, Metro must request and receive Garfield's written consent prior to construction or implementation of any proposed structural alterations, improvements, or additions which consent shall not be unreasonably withheld. Metro shall be liable to pay all costs of any structural alterations, improvements, or additions that it makes. Garfield assumes no financial responsibility or obligation for payment of the cost of any structural alterations, improvements, or additions. All structural alterations, improvements, and additions made or installed on the Premises by or on behalf of Metro shall upon completion or installation thereof, be and become part of the Premises and property of Garfield at the end of Term or any extension of this Lease. Trade fixtures and equipment brought into the Premises shall not be considered as improvements, and shall remain the property of Metro subject to removal at the expiration of the Term or any extension of this Lease.

7. **Maintenance and Repairs.** Garfield shall have no obligation whatsoever to maintain or repair the Premises or any portion thereof, such being the sole and exclusive responsibility of Metro. Metro shall, during the Term of this Lease, at Metro's sole cost and expense, keep in good order, condition and repair the roof, floor and slab, structural supports, and exterior walls of the Premises. In addition, Metro shall be responsible for any and all plumbing and electric repairs, HVAC repairs, and maintenance of Premises grounds including landscaping, driveways, sidewalks, and parking lots. Metro shall also, during the term of this Lease and any renewal or extension thereof, at Metro's sole cost and expense, maintain and repair any and all other portions of the Premises, including, without limitation, its floor coverings, doorways, windows, and walls, and keep the same in substantially the same condition as existed on the Effective Date of this Lease, reasonable wear and tear excepted and subject to damage caused by accidental fire, other casualty or condemnation.

8. **Insurance.** Metro agrees that it will at all times during the Term of this Lease, at Metro's sole cost and expense, carry and maintain, general liability insurance against claims for bodily injury and property damage, in, on, or about the Premises. Such insurance shall afford protection in an amount not less than \$1,000,000.00 with respect to any one occurrence causing bodily injury or property damage. Acme Township, East Bay Township, Garfield Township, their agents, officers, and employees, shall be named as additional insureds. Metro shall furnish Garfield with certificates or other evidence acceptable to Garfield indicating that the insurance is in effect and providing that the same may not be cancelled or altered except upon thirty (30) days prior written notice to Garfield. Additionally, Garfield shall procure and carry and maintain at Garfield's sole cost and expense, standard property coverage insurance on the Premises and any buildings and improvements of which the Premises forms a part in an amount equal to the replacement cost of such buildings. Garfield shall furnish Metro with a certificate or certificates

of such insurance policy or policies. Metro shall pay the costs of all insurance carried upon the contents of the building or property brought on the Premises by Metro.

9. **Waiver of Subrogation.** Garfield and Metro release each other and their respective officers, employees, representatives, and agents, from any claims for damage to any person, or to the Premises caused by, or that results from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Garfield and Metro shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Garfield nor Metro shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by paragraph 8.

10. **Damage or Destruction.** If, during the Term of this Lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenantable, the Premises shall be repaired as speedily as possible at Garfield's expense unless this Lease is terminated. If during the Term the Premises are partially or totally destroyed by fire or other casualty and the cost of restoring the Premises to the condition before the damage equals or exceeds thirty (30) percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Garfield, Garfield shall have the right to terminate this Lease by giving Metro written notice of its election to do so within thirty (30) days of the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which the damage occurred. In the absence of notice by Garfield, this Lease shall continue and Garfield shall cause the Premises to be repaired or restored with due diligence, and Metro's obligations shall abate during the time Metro is prevented from operating in the Premises as a result of the damage.

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

11. **Condemnation.** If the whole of the Premises are taken by any public authority under the power of eminent domain, then this Lease shall automatically terminate as of the date that possession is taken. If there is a partial taking of the Premises, then Metro shall have the right, but not the obligation, to terminate this Lease by written notice of such termination to Garfield no more than forty-five (45) days upon such taking. Upon the giving of such notice of termination, the Term of this Lease shall expire thirty (30) days from the date such notice is given. If this Lease terminates or is terminated then neither party thereafter shall have any further rights or liabilities thereunder. All damages awarded for the taking shall belong to and be the property of Garfield.

12. **Signs.** Metro shall not erect exterior signs on or about the Premises, without Garfield's prior written consent. Garfield hereby consents to all signs currently located on the Premises.

13. **Default and Termination.** If at any time during the Term of this Lease, either party shall be in default of the performance of any of the covenants, conditions, or provisions of this

Lease, and such default shall continue for a period of thirty (30) days after notice thereof in writing has been tendered by the non-defaulting party to the defaulting party, the non-defaulting party, at its discretion, at or after the expiration of said thirty (30) days, declare the Lease terminated. However, the defaulting party shall not be deemed to be in default if it commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

14. **Surrender of Premises.** Metro shall surrender the Premises to Garfield at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear. Any personal property belonging to Metro left on the Premises shall be deemed abandoned, and Garfield may take possession of any personal property left by Metro on the Premises. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Metro's expense.

15. **Indemnification.** Garfield, its officials, officers, employees, and agents shall not be liable for any loss, death, injury, or damage to persons or property which at any time may be suffered or sustained by Garfield, its officials, officers, employees, and agents; Metro, its officials, officers, employees, or agents; or by any person who may at any time be using or occupying or visiting the Premises or be in, on or upon the same, if such loss, death, injury, or damage shall be caused or result from or arise (a) out of the negligence of Metro, its officials, officers, employees or agents, or of any occupant, visitor or user of any portion of the Premises under the terms of this Lease, or (b) out of the operation of a fire station on the Premises, or (c) by virtue of Metro's equipment or property in and upon said Premises. Metro shall indemnify and hold harmless Garfield, its officials, officers, employees, and agents (hereinafter referred to as "Indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid including reasonable attorney fees. Metro's duty to indemnify shall not apply to loss, death, injury, or damage arising by reason of the negligence or misconduct of the Indemnitees.

16. **No Waiver of Immunities.** Nothing in this Lease shall be deemed to waive, modify, or amend any right, remedy, immunity, or legal defense available at law or in equity to either party. Neither Metro nor Garfield waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Michigan and of the United States.

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

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

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

18. **Quiet Enjoyment.** Metro, so long as it shall faithfully perform the agreements, conditions, covenants, and provisions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term, without disturbance by or from Garfield, and free from any encumbrance created or suffered by Garfield.

19. **Applicable Law.** This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

20. **Waiver.** The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by both parties.

21. **Third-Party Beneficiaries.** This Lease is made solely for the benefit of the parties to this Lease. Nothing contained in this Lease, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims, upon any person, partnership, joint venture, corporation, limited liability company, governmental entity, or other entity, nor shall any of them be a third-party beneficiary of this Lease.

22. **Entire Agreement.** This Lease constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, and other agreements concerning the subject matter contained here. Any amendments to this Agreement must be in writing and executed by both parties.

23. **Consent not Unreasonably Withheld.** In any case where the approval or consent of one party to this Lease is required, requested, or otherwise to be given under this Lease, such party shall not unreasonably delay or withhold its approval or consent.

24. **Duplicate Counterparts.** This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

25. **Authority.** The parties and each individual executing this Lease on behalf of the parties, represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said party, and that this Lease is binding upon each party in accordance with its terms.

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

WITNESSES:

GARFIELD CHARTER TOWNSHIP

By: _____

Chuck Korn

Its: Township Supervisor

GRAND TRAVERSE METRO
EMERGENCY SERVICES AUTHORITY

By: _____
Patrick Parker
Its: Fire Chief

STATE OF MICHIGAN)
)
COUNTY OF GRAND TRAVERSE)

Acknowledged before me in Grand Traverse County, Michigan on ____ day of _____,
2017, by Chuck Korn, Township Supervisor, on behalf of Garfield Charter Township

Notary public, State of Michigan, County of Grand Traverse.
My commission expires _____.

STATE OF MICHIGAN)
)
COUNTY OF GRAND TRAVERSE)

Acknowledged before me in Grand Traverse County, Michigan on ____ day of _____,
2017, by Patrick Parker, Fire Chief, on behalf of Grand Traverse Metro Emergency Services
Authority

Notary public, State of Michigan, County of Grand Traverse.
My commission expires _____.

LEASE AGREEMENT

LEASE made this 25th day of September, 2008, by and between **CHARTER TOWNSHIP OF GARFIELD**, a Michigan Township, whose address is 3848 Veterans Drive, Traverse City, MI 49684, hereinafter referred to as "Garfield"; and **GRAND TRAVERSE METRO FIRE DEPARTMENT**, an Intergovernmental Fire Department formed by the Townships of Acme, East Bay, and Garfield, whose address is 897 Parsons Road, Traverse City, MI 49686, hereinafter referred to as "Metro."

RECITALS

- A. Garfield owns the improved real property described in Section 1 (which is herein referred to as the "Premises").
- B. Metro desires to rent the Premises from Garfield to operate a fire station on the Premises.
- C. Garfield desires to rent the Premises to Metro on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, the parties mutually agree as follows:

AGREEMENT

1. **Premises.** Garfield hereby leases to Metro and Metro hereby rents from Garfield the premises situated in the Township of Garfield, County of Grand Traverse and State of Michigan, more particularly identified as the fire station located at 3000 Albany, Traverse City, MI 49684.

2. **Term.** The original term of this Lease shall be for a period of one (1) year, commencing on January 1, 2008, and continuing until December 31, 2008, regardless of actual entry date, subject to the provisions of this Lease. This Lease shall be automatically extended for periods of one (1) year so long as Metro is in full compliance with all of the covenants and conditions contained in this Lease, unless either party presents notice to the other of an intent to terminate the Lease, which notice must be given in writing not less than one hundred twenty (120) days prior to date of termination of any existing term.

3. **Fixed Annual Rent.** The fixed annual rent for the Premises during the term of this Lease shall be One Dollar (\$1.00), payable by Metro to Garfield.

4. **Assignment and Subletting.** Metro may not assign this Lease or any part thereof or sublet the demised premises or any part thereof without written consent of Garfield. If Metro dissolves or if Acme, East Bay, or Charter Township of Garfield withdraws from Metro, then there shall be deemed to be an assignment of this Lease, which assignment shall require the prior

written consent of Garfield. Assignment of this lease without Garfield's consent constitutes a breach of this lease.

5. **Utilities.** Metro shall pay all charges for electricity, heat, telephone, sewer, water, gas, waste collection, and all other utilities used on the Premises during the term of this Lease. Further, any cable or satellite reception intended for Metro's use of the demised premises shall also be it's obligation and expense.

6. **Use of Premises.** Metro shall use and occupy the Premises for the purpose of operating a fire station, together with any use consistent with fire services provided by Metro, and for no other purpose without the prior written consent of Garfield. Metro agrees to keep the premises clean and neat at all times and deliver same to Garfield at the end of the term in like condition as when occupied, ordinary wear and tear and damage by the elements excepted. Garfield is not aware of any condition that would prevent the Premises from being used for Metro's intended purpose.

7. **Maintenance and Repair.** Metro shall, at its expense, maintain the interior and exterior of the premises in good repair and condition. Metro shall be responsible for all interior and exterior repairs (including all plumbing, heating, electrical services, and air conditioning) including those which require capital expenditures. Metro shall also be responsible for yard maintenance and snow removal related to the building occupancy.

Notwithstanding the above, for any repair or capital investment paid for by Metro which exceeds the cost of \$10,000, Metro's pro rata portion of the repair or improvement shall be amortized over 20 years, and in the event that this Lease terminates within 20 years of such repair, Garfield shall reimburse Metro an amount equal to 1/20th of the cost of the repair or capital investment for each year remaining in the amortization schedule.

8. **Insurance.** Metro agrees to procure at its own expense a liability insurance policy with limits equal to similarly situated premises, and Metro shall name Acme Township, Charter Township of Garfield, and East Bay Township as additional insureds to said policy, which shall require notice of fifteen (15) days to Garfield prior to cancellation. Metro shall also provide Garfield with a copy of said policy during the term of this Lease. Further, Garfield shall pay the costs of all fire, extended coverage and other hazard insurance on the building and Metro shall pay the costs of all insurance carried upon the contents of the building or property brought on the premises by Metro.

9. **Waiver of Subrogation.** Garfield and Metro hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage perils, even if such fire or other casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible; provided, however, that this waiver shall be applicable and in force and effect only with respect to loss or damage occurring during such time as Garfield and Metro policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releaser to recover thereunder.

10. **Trade Fixtures and Alterations.** Metro may, at its option, improve the area described herein with fixtures and appurtenances providing, however, that prior written approval for the same has been obtained from Garfield, and said approval shall not be unreasonably withheld. Trade fixtures and equipment brought into the leased premises shall not be considered as improvements, and shall remain the property of Metro subject to removal at the expiration of the lease term, and any extension.

11. **Destruction of Premises.** If the demised premises shall be partially destroyed by fire or by the elements, then Metro's obligations shall be abated until the premises have been put in complete repair, unless such partial destruction by fire or the elements shall not make the premises entirely unusable by Metro, in which event Metro shall perform related obligations as to the part of the premises that may be used for Metro's business. Garfield may elect whether or not to repair the premises.

If the demised premises are totally destroyed by fire or the elements, Metro and Garfield shall each have the option of canceling this Lease. If Garfield elects to rebuild said building, Garfield shall grant to Metro the right of first refusal for the rental of said restored building on such terms and conditions as the parties may then agree.

12. **Legal Interference.** If, during the term of the Lease, the right of Metro to use said premises for any lawful business shall be denied or prohibited by lawful authority, except for the default, neglect and/or omissions of Metro; or if the premises herein demised, or a part thereof sufficient to interfere with Metro's business, shall be condemned or otherwise acquired for the widening of streets or for other public improvements, or be otherwise taken in the exercise of the right of eminent domain, or if the use of said premises shall be for any cause so restricted or interfered with as to make them unfit or undesirable for the conduct of said business, Metro shall have the option of terminating and canceling this Lease upon thirty (30) days' notice to Garfield of its decision so to do; and, in the event of such termination and cancellation for any cause enumerated in this Article, Metro shall be liable only for rents and other charges earned to the date of its surrender of possession of said premises to Garfield and for the performance of any other obligations maturing prior to said date.

13. **Signs.** Metro shall not erect exterior signs on or about the Premises, without Garfield's prior written consent. Garfield hereby consents to all signs currently located on the Premises.

14. **Laws and Regulations.** Metro shall, at its own cost and expense, comply with all of the requirements of all laws and regulations, municipal, state and federal, now in force, or which may come into force (e.g., by way of example and not limitation, the Americans With Disabilities Act and the Michigan Persons With Disabilities Civil Rights Act) pertaining to Metro's use and occupancy of the Premises, such that if any leasehold improvements or other alterations are required to be made in order to comply with such laws and regulations, Metro shall timely do so at its own cost and expense.

15. **Breach or Default.** In the event that Metro shall be in default of the payment of rental or other charges hereunder, or otherwise shall breach its covenants or obligations hereunder, and shall remain in default for a period of thirty (30) days after written notice from

Garfield to it of such default, Garfield shall have the right and privilege of terminating this Lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises, and damage occasioned by the breach or default.

Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of such party's right to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

16. **Surrender of Premises.** Upon the expiration or the termination of the term of this Lease, Metro shall surrender the Premises to Garfield in good order and condition, ordinary wear and damage by the elements excepted. Upon such expiration or termination, Garfield may without further notice enter upon and re-enter the Premises and possess and repossess the Premises by Summary Proceedings, and may dispossess and remove Metro and all other persons and property from the Premises. Metro shall remove all of its property, including but not limited to trade fixtures, so long as such removal can be accomplished without damage to the Premises. In the event any such removal would result in damage to the Premises, Metro may remove such property only with the written consent of Garfield. Any property of Metro, or of anyone claiming under Metro, which remains on the Premises after the expiration or termination of the Lease term shall be deemed to have been abandoned by Metro, and either may be removed by Garfield as its property or may be disposed of in such manner as Garfield may see fit, and Garfield shall not be responsible for such property. Reasonable costs of any such removal may be chargeable to Metro, in Garfield's sole discretion. Any improvements to or installations on the Premises made by Metro shall become the property of Garfield and shall remain on the Premises at the termination of the Lease.

17. **Notice.** Notices required under this Lease shall be deemed proper if duly sent by United States first class mail and addressed to the parties at the following addresses:

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

Grand Traverse Metro Fire Department
Attention: Pat Parker, Fire Chief
897 Parsons Road
Traverse City, MI 49686

Each party will be responsible to provide notice of any change in the above address in writing to the other party.

18. **No Waiver.** The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by both parties.

19. **Quiet Enjoyment.** Garfield covenants with Metro that upon Metro's timely payment of the rent and observing and performing all the terms, covenants and conditions on

Metro's part to be performed and observed, Metro may peaceably and quietly enjoy the Premises.

20. **Entire Agreement.** This Lease contains and fully integrates the entire agreement between the parties and it shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application of the Lease to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each remaining term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

21. **Construction.** This Lease shall be governed by and construed under the laws (statute and common) of the State of Michigan. Section headings are for convenience only. In no event shall any such title or caption be deemed to be part of this Lease or interpretive of any of its language or intent. No provision of this Lease is to be interpreted for or against any party because that party or that party's legal representative drafted this Lease or any of its provisions. Words of any gender in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires. Time is of the essence of this Lease and all the provisions relating to timely performance shall be strictly construed.

22. **Voluntary Execution.** The parties acknowledge that they have read this Lease, understand its terms, and that their execution of this Lease is voluntary.

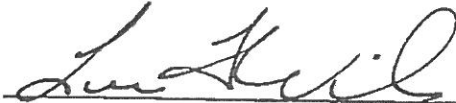
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed in the presence of:


Margaret E. Johnson



Christopher T. Smith

Charter Township of Garfield


By: 
Lee F. Wilson

Its: Supervisor

Signed in the presence of:


Margaret E. Johnson

Grand Traverse Metro Fire Department

By: 
PATRICK J. PARKER

Its: FIRE CHIEF

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

The foregoing instrument was acknowledged before me this 7th day of October, 2008, by Lee E. Wilson, the Supervisor of Charter Township of Garfield, on behalf of the Township.

Margaret E. Johnson
Margaret E. Johnson
Notary Public Leelanau
Grand Traverse County, Michigan
My Commission Expires: Sept. 30, 2012
Acting in Grand Traverse Co., MI

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

The foregoing instrument was acknowledged before me this 7th day of October, 2008, by Petriden J. Parker the Fire Chief, of the Grand Traverse Metro Fire Department, on behalf of the Fire Department.

Margaret E. Johnson
Notary Public Leelanau
Grand Traverse County, Michigan
My Commission Expires: Sept. 30, 2012
Acting in Grand Traverse Co., MI

Prepared by:
Kent E. Gerberding P42345
Running, Wise & Ford PLC
326 E. State Street
P.O. Box 686
Traverse City, MI 49685-0686
231-946-2700

Niedermaier Brewhouse Inc. dba Brewery Terra Firma

2959 Hartman Rd
Traverse City MI, 49685
(231) 929-1600
john@breweryterrafirma.com
January 8th 2018

Dear Garfield Township Board,

In the spring of 2017 Brewery Terra Firma applied to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for approval of a small wine maker's license so we can better utilize the existing bee hives and fruit trees (apple, pear & mulberry) on our brewery/farm property. The TTB has approved the license and has turned it over to the MLCC who requires approval from the township. (form LCC-106 attached).

Cider is very popular and is a common request as it is an option for those who are gluten intolerant. Also, but to a lesser extent is wine and mead. This license is regularly added to breweries and brewpubs so they can provide these products to their customers.

Because Brewery Terra Firma is a farm based brewery, wine, cider and mead are a perfect fit to our existing mode of operation. And will not change any aspect of our business other than our ability to provide a few more options to our customers.

Sincerely,

John Niedermaier

President

RESOLUTION 2018-04-T



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)
called to order by _____ on _____ at _____
(date) (time)
the following resolution was offered:

Moved by _____ and supported by _____

that the application from Niedermaier Brewhouse Inc dba Brewery Terra Firma
(name of applicant)

for the following license(s): New Small Wine Maker License
(list specific licenses requested)

to be located at: 2959 Hartman Rd, Traverse City Mi 49685

and the following permit, if applied for:

[] Banquet Facility Permit Address of Banquet Facility: _____

it is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the
council/board at a _____ meeting held on _____
(regular or special) (date) (township, city, village)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

What is the Special Assessment Process

The creation of a special assessment district requires a formal petition and estimated project costs to be circulated by the residents in the proposed district. The petition must be signed by a majority of the owners of the land area or the road frontage subject to special assessment. When a successful petition is submitted, final engineering plans and specifications are developed for public bidding. The township will hold two public hearings for those residents in the proposed district before proceeding with construction of the project and establishing the special assessment. The financing of the project is contingent upon the available funding at the time the petition is submitted to the County.

If the final special assessment cost, after receiving sealed public bids, exceed more than 10% of the cost presented, then the project could be placed on hold until a later date. **SEE CHART REGARDING SPECIAL ASSESSMENT PROCESS.**

How long does the Process Take Before the Township Approves the Special Assessment and Road is Complete?

The timeline depends on a number of factors, some of which are not always controlled by the township. After the township has received the formal petition and the Township Board votes on the district it could take up to 1 year or more depending on the time of year the request is made. Several factors determine the timeline. Items such as legal notices, the bidding process, construction costs, budget constraints and plan revisions can cause delays. The township supervisor and the County Road Commission work closely together on these projects and can inform you on its status.

TOWNSHIPS CAN CREATE A SPECIAL ASSESSMENT DISTRICT, UNDER PUBLIC ACT 188 OF 1954, FOR PAVING SUBDIVISION ROADS.



Garfield

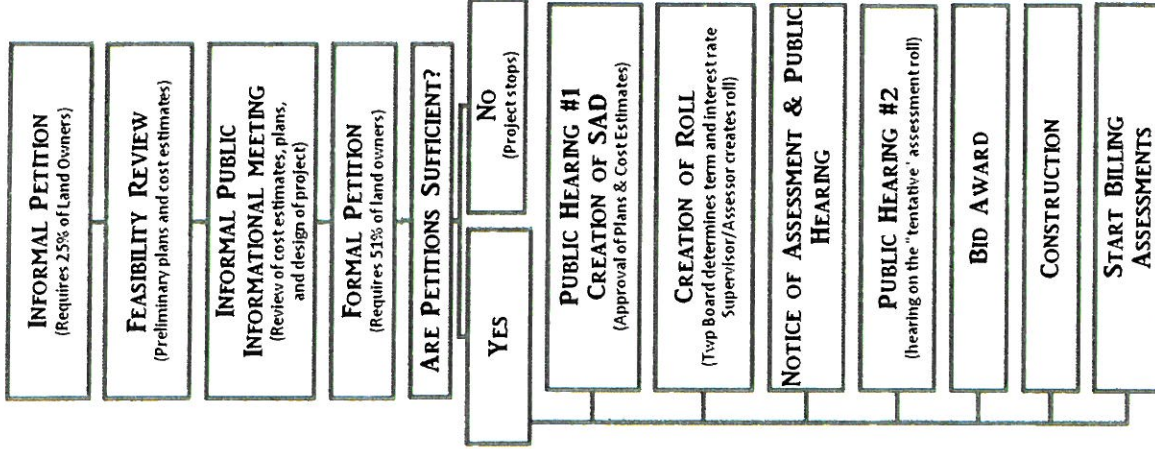
Charter Township

SERVING THE CITIZENS OF NORTHERN MICHIGAN

TAXPAYERS GUIDE TO ROAD SPECIAL ASSESSMENT DISTRICTS (SAD)

Why should I ask for a Special Assessment?

SPECIAL ASSESSMENT TIME LINE



Township Office Hours:
Monday—Thursday 7:30am—6:00pm CLOSED FRIDAYS

Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684
(231) 941-1620
www.garfield-twp.com

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What is a Special Assessment District (SAD)?

A SAD is a defined group of properties that specially benefit from a land improvement. While statute allows for a township to initiate a SAD, it is typically done by petition of the property owners in a designated area who wish to make an authorized improvement. Special Assessments are a way for the township to extend money for the requested improvements, which can be repaid to the township for up to a 7 year term, in the case of a road improvement.

I Already Pay Taxes Why do I Have to Pay for My Road Repair?

While you pay taxes to the federal, state, and local governments there simply is not enough funds to cover all the road repairs in our community. Due to the lack of road funding in the past few years our roads have deteriorated and our main road system is taking all the tax dollars. That is the bad news, but the good news is that residents don't have to be alone in paying for their own road repairs. Grand Traverse County and Garfield Township have a cost sharing agreement that sets aside money for road projects.

Do We Pay for All the Cost of the Project?

No, as money becomes available both the County Road Commission and Garfield Township will contribute up to 25% each for an approved road project. This leaves only 50% cost remaining which is the responsibility of the land owners. Along with the 50% funding provided, by the County and Township, the Township offers a low interest rate, that may be financed up to a 7 year term depending on the size of the project. This special financing can be done by requesting a Special Assessment District (SAD) from your township.

How do I approach the Township to Request a Special Assessment Project?

The first thing you do is canvass your neighborhood to see if there is a enough interest in your project from surrounding property owners (over 51% of total land area or total road frontage is required). Ask your neighbors if they are willing to sign an informal petition showing the township that there is support in the project. If there is sufficient interest in a creating a special assessment district, approach the township supervisor to get an informal petition form and discuss the steps in obtaining a special assessment.

How is the Cost Determined?

Once the township receives a completed Informal petition back, a feasibility review will be done to decide whether a public informational meeting will be held. After review, and a determination that the project meets the requirements of the township and the County Road Commission, a resolution will be approved by the Township Board. Then the project will begin to move forward with the preliminary road design and costs estimates. At the informational public hearing a Grand Traverse County engineer will discuss the options available, preliminary costs, and the township will offer a projected annual special assessment payment.

Is Anyone Exempt from Paying a Special Assessment?

All property owners within the special assessment district and all who benefit from the improvement will receive a bill, unless specifically exempted by law. A notice will be sent to all land owners of the properties to be included in the district prior to each of the public hearings. If you feel you should not be included in the assessment district, you have the right to protest at the hearing, or in writing prior to the hearing, and can appeal the amount of the special assessment to the Michigan Tax Tribunal.

Why Should I Pay for Road Improvement?

Bad roads can cause a reduction in property value and can be unattractive to potential buyers. There have been many reports that indicate new or well maintained roads are more attractive and can bring substantial benefits to neighborhoods. Households on newly paved streets may invest more in their homes, which can result in higher property values and higher sale prices. Your home is one of your biggest assets, so think of the road repair as a necessary capital improvement or repair that is required to maintain its value. If the road is not improved and continues to deteriorate it could reduce your asset's value.

Billing and Paying Special Assessments

The special assessment project is originally paid for by the Township's general fund and then repaid through yearly installment payments, plus interest, by the residents in that district. The interest rate charged to the residents will be based on the current rate of a 10 year treasury bill, plus 1%. Terms will vary depending on size of the project, allowing for up to a 7-year term for roads. The annual payment will be determined based on the preliminary cost estimates and could be adjusted at the completion of the project. The final cost to taxpayer cannot exceed 10% over the original proposed construction costs. Assessments will be billed July 1st starting the year after completion and then annually each year after until the balance is paid in full. Special assessment bills are due September 1st every year.

To encourage early payoff the Township will allow the property owners to pay the entire special assessment in one payment by a specific date without interest. This can be done by paying in full by September 1st of the first billing cycle.



CHARTER TOWNSHIP OF GARFIELD
REQUEST FOR INFORMATION PETITION
 PRIOR TO INITIATION OF A SPECIAL ASSESSMENT DISTRICT

We the undersigned, being owners of property located in the Charter Township of Garfield, Grand Traverse County, Michigan own property on the following streets requesting to be repaired:

 Request that the Charter Township of Garfield prepare a preliminary cost estimate, prepare a preliminary public information meeting to discuss the design, costs, and process Special Assessment District to construct the following improvement in our area: (example: water main along X street between A street and B street, etc.)

We understand that we are required to obtain at least 25% of the property owners to show interest. We also understand there is no obligation to initiate a special assessment district, and that the initiation of a special assessment petition signed by required amount of owners is submitted to the Township Clerk following the informal public information meeting. We further understand that the costs and design to be provided will be preliminary in nature and may change. We also understand that the costs and design to be provided will be preliminary in nature and may change.

Parcel #	Signature	Printed Name	Address
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Please note that a minimum of 25% of the property owners within the proposed special assessment district must sign the informal petition in order to proceed with preliminary cost estimates and a informal public information meeting. If after the informal public hearing must be completed and signed by at least 51% of the total road frontage owners in the requested special assessment district. If you have any questions please call 231-225-3041 - Supervisor. Completed Petitions can be returned to 3848 Veterans Drive Traverse City, MI 49783.

Circulator _____ Date: _____
 Printed Name of Circulator: _____ Complete Address of Circulator: _____ Phone Number: _____
FOR TOWNSHIP OFFICE USE ONLY
 Petition received on: _____
 Number of valid signatures on petition: _____ Page _____ of _____